

**CCPOA - Unit 6 Negotiations
Management Proposal
August 22, 2007**

**REFERENCE KEY
ROLLOVER WITH CLEAN-UP**

For the following provisions, the State proposes to maintain current language with updated information, which may include, for instance, making language consistent with governing law and/or removing references to state dates, closed facilities and completed projects/programs. Similarly, inapplicable language has been deleted, which may due, for instance, to program changes or completion.

ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
ARTICLE II — CCPOA REPRESENTATION RIGHTS		
2.11	STATE VICE-PRESIDENTS	Rollover with name changes, add reference to Section 10.13 in ¶ B
ARTICLE V — GENERAL PROVISIONS		
5.05	QUARTERLY LABOR -MANAGEMENT MEETINGS	Rollover with name changes & removal of stale dates
ARTICLE VII — HEALTH AND SAFETY		
7.05	SAFETY EQUIPMENT (INSTITUTIONS & CAMPS)	Rollover with name changes, baton clean up, and deletion of closed facility
ARTICLE VIII — TRAINING & CAREER DEVELOPMENT		
8.05	7K TRAINING PROGRAM	Rollover with name changes & removal of stale dates
ARTICLE IX — GENERAL PERSONNEL		
9.03	LOCATIONS OF, AND EMPLOYEE ACCESS TO FILES	Rollover with name changes & related clean up
9.09	PERSONNEL INVESTIGATIONS	Rollover with name changes & incorporate SL #12
9.13	SUBSTANCE ABUSE - REASONABLE	Rollover with name changes & clean-up to be consistent with Federal regulations
9.14	RANDOM SUBSTANCE TESTING	Rollover with name changes & clean-up to be consistent with Federal regulations
ARTICLE X — LEAVES		
10.01	VACATION LEAVE	Rollover with name changes & related clean up
10.04	DISABILITY RETIREMENT ALLOWANCE	Rollover with update of Government Code
10.05	PEACE OFFICER/FIREFIGHTER RETIREMENT	Rollover with removal of stale information
ARTICLE XI — HOURS OF WORK AND OVERTIME		
11.04	EXCHANGE OF DAYS OFF - SHIFT	Rollover with update of class title
ARTICLE XIII — HEALTH & WELFARE		
13.03	EMPLOYEE ASSISTANCE PROGRAM	Rollover with updating telephone number
13.06	INDUSTRIAL DISABILITY LEAVE	Rollover with name changes, clean-up provision to be consistent with current law
13.08	MEMBER RETIREMENT CONTRIBUTION RATE FOR PEACE OFFICERS	Rollover with removal of stale dates
13.10	RURAL SUBSIDY PROGRAM	Rollover with clean-up - deleting stale information; incorporates SL # 18 with no modifications
13.11	BENEFIT TRUST FUND CONTRIBUTIONS	Rollover with adding language recognizing the previously agreed upon contribution amount
ARTICLE XV — SALARIES		
15.05	FLIGHT PAY	Rollover & delete stale dates and information
15.15	SENIOR PEACE OFFICER PAY DIFFERENTIAL	Rollover & delete stale dates
15.17	EDUCATIONAL INCENTIVE PAY	Rollover & delete stale information
15.19	7K COMPENSATION	Rollover & delete stale information & inappropriate reference to non-represented classification
ARTICLE XVI — GENERAL MISCELLANEOUS — ALL		
16.02	GUN LOCKERS & STATE FIRING RANGES	Rollover with name changes, incorporates SL #7 with name change modifications

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ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
ARTICLE XVII — INSTITUTIONAL FIREFIGHTERS		
17.01	FIREFIGHTER TRAINING	Rollover with name changes, update of class title
17.02	FIREFIGHTER HOURS OF WORK AND COMPENSATION	Rollover with name changes, update of class title and delete stale information
17.03	FIREFIGHTER EMERGENCY RESPONSE VEHICLES	Rollover with name changes, update of class title
17.04	FIREFIGHTER SAFETY EQUIPMENT	Rollover with name changes, update of class title
17.05	FIREFIGHTER TRAINING COMMITTEE	Rollover, update class title
17.06	FIREFIGHTER LICENSE RENEWAL	Rollover, update class title
17.08	FIREFIGHTER PHYSICAL FITNESS	Rollover, update class title
17.09	FIREFIGHTER FACILITIES	Rollover with name changes, update of class title
17.10	FIREFIGHTER VACATION LEAVE	Rollover, update class title, delete stale reference
17.11	FIREFIGHTER SICK LEAVE	Rollover with name changes, update of class title
17.12	FIREFIGHTER HOLIDAYS	Rollover, update class title
17.13	FIREFIGHTER CONTINUOUS HOURS OF WORK	Rollover, update class title
17.14	TRAINING ENHANCEMENT	Rollover with name changes, update class title
17.15	FIREFIGHTER ANNUAL LEAVE ACCRUAL RATE	Rollover with name changes, update of class title
ARTICLE XVIII — CYA FIELD PAROLES		
18.03	CYA FIELD PAROLE AGENT, YOPB BOARD, COORDINATING PAROLE AGENT, & COMMUNITY SERVICE CONSULTANT WORK HOURS	Rollover with name changes, delete old classifications & work period hours update
ARTICLE XX — CORRECTIONAL COUNSELORS I		
20.01	CORRECTIONAL COUNSELOR WORK HOURS	Rollover with work period hours update
20.03	POST & BID BY SENIORITY FOR CCI'S	Rollover with name changes & delete stale dates
ARTICLE XXI — MEDICAL TECHNICAL ASSISTANTS		
21.02	MTA (CDC) TRAINING PROGRAM	Rollover with name changes & delete stale dates/information
21.03	MTA (DMH) PROGRAM	Rollover & delete stale dates/information
21.04	MTA (CYA) PROGRAM	Rollover with name changes & delete stale dates/information
21.06	MTA PPPA	Rollover & delete stale information
ARTICLE XXII — CYA INSTITUTIONAL PAROLE		
22.01	CYA IPA & CASEWORK SPECIALIST WORK HOURS	Rollover with name change & work period hours update
ARTICLE XXIII — TRANSPORTATION UNITS		
23.01	CDC/CYA TRANSPORTING OFFICERS HOURS	Rollover with name change & and insert of omitted "1/2" in parenthesis
APPENDIX		
2	ADDENDUM TO SECTION 6.08 C	Rollover with name change & reference to closed institutions
3	ADDENDUM TO SECTION 9.13 C. 4	Rollover and clean-up to be consistent with federal regulations
6	ADDENDUM TO SECTION 9.13	Substance Abuse, DPA Rules, Article 29: 599.960 - 599.966, State proposes to update the outdated references or delete the references as they are accessible at www.oal.ca.gov . Actual code sections are not included.
7	ADDENDUM TO SECTION 10.17	Military Leave Government Codes 19770, 19771 - 19776, 19780 - 19786, State proposes to update the outdated references or delete the references as they are accessible at www.leginfo.ca.gov . Actual code sections are not included.

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ARTICLE/SECTION NUMBER & TITLE		STATE'S POSITION
9	WITNESS ADMONISHMENT	Rollover with name change, form is duplicated in MOU twice - delete one copy.
10	ADDENDUM TO SECTION 13.01	Health Benefit Vesting Government Code 22874, State proposes to update the outdated reference or delete the reference as it is accessible at www.leginfo.ca.gov . Actual code sections are not included.
13	ADDENDUM TO SECTION 11.11	Rollover and update to reflect applicable work cycle dates
SIDE LETTERS		
17	REGARDING MTA WATCH/REGULAR DAYS OFF PREFERENCE	Rollover and delete stale dates

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 2: CCPOA REPRESENTATION RIGHTS

2.11 State Vice-Presidents

The parties agree to full-time release of the CCPOA Executive Vice-President, CDC Adult Vice-President and GYA DJJ Vice-President.

- A. It is the intent that the leave usage is expected to cover extended periods of time, typically more than one (1) pay period in duration.
- B. While an employee is on leave he/she will continue to earn sick leave/vacation, or annual leave and holiday credits. These employees cannot accrue leave balances above the existing caps for vacation/annual leave. If the existing cap is reached, the employee is responsible to contact the respective Department to dispose of the excess balance by either donating the time to the release time bank (in accordance with Section 10.13, Release Time Bank) or catastrophic time bank.
- C. Employees will continue to earn Bargaining Unit 6 seniority and state service, consistent with the MOU.
- D. Employees shall not be eligible to receive uniform replacement allowance while on leave status. Payment of uniform allowance shall be subject to the partial or full allowance rates in Section 14.04 based on the time in their assigned position either with the CDC Adult or GYA DJJ at the end of the control period after the conclusion of the leave of absence.
- E. To be eligible for this leave the office holder must be a rank and file member of Bargaining Unit 6.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 5: GENERAL PROVISIONS

5.05 Quarterly Labor-Management Meetings

CDC ~~CDCR~~, CCPOA, and DPA agree to conduct quarterly labor/management meetings in order to discuss on-going labor relations issues and in order to maintain on-going communications and dialogue regarding but not limited to: contract administration, grievances and items of mutual interest to both parties or of concern to each party in general. Five (5) representatives from each side (five (5) union and five (5) management) shall participate in these meetings and shall include one (1) person each from the management and union's bargaining teams. ~~Quarterly meetings shall be initiated during the month of March 2002 and will be conducted for duration of the MOU.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 7: HEALTH AND SAFETY

7.05 Safety Equipment (Institutions and Camps)

- A. The State is committed to providing Peace Officer protective and safety equipment for the personal protection of its employees, taking into consideration the various work environments and the inherent risks of various job assignments.
- B. The State shall determine the protective equipment and/or clothing to be issued, by employee class and job assignment. Protective equipment may include such items as: department-issued badges, handguns, holsters, handcuffs, handcuff cases, handcuff keys, batons, chemical agents, riot helmets, gas masks, personal alarm devices and CPR masks. For camps, it may include nomex and helmets.
- C. GYADJJ shall issue a personal alarm device to each GYADJJ Correctional Peace Officer assigned to institutions. GYADJJ shall issue chemical agents and handcuffs and handcuff keys to each member of the security staff as defined by management. Additionally, the GYADJJ shall issue chemical agents and handcuffs to all Youth Correctional Counselors.
- D. The departments shall issue handcuffs and handcuff keys to those on-duty Peace Officers in designated positions requiring regular and frequent inmate contact and control responsibilities. As an alternative, the handcuffs shall at least be available in close proximity.
- E. All ammunition issued to employees shall be in appropriate ammunition pouches for purposes of access and safety.
- F. The CDG Adult shall continue providing personal alarm device systems for various employees.
- G. ~~Side-Handle-Batons:~~
 - 1. GDGADULT
 - a. Each CDG Adult CO shall receive two (2) hours annual training in the use and certification of a ~~side-handle-baton~~, as well as two (2) hours annual proficiency training, except for those assigned to camps, community correctional facilities, and parole regions.
 - b. The description, use, training, reporting requirements and authorization relating to batons shall comply with the provisions specified in the Department Operations Manual, beginning with Section 55050.18.1, and Administrative Bulletin 89/01.

- c. In all Level II, III and IV male facilities, the side-handle baton is authorized for routine issue to COs assigned to Administrative Segregation Units, Security Housing Units, Special Emergency Response Teams (SERT), Security Squads, Transportation Teams, Search and Escort positions, Escape Pursuit Details, inmate living units (floor), yards, vocational/educational areas, Industries, Culinaries, Condemned Units, the correctional division at Patton State Hospital and any additional position deemed necessary by the Warden. Each Warden shall also designate secure areas for the location of batons for emergency response.
- d. In female facilities, the side-handle baton is authorized for routine use by COs assigned to Administrative Segregation Units, Security Housing Units, Special Emergency Response Teams (SERT), Security Squads, Transportation Teams, Escape Pursuit Details, Condemned Units and any additional position deemed necessary by the Warden. Each Warden shall also designate secure areas for the location of batons for emergency response.

2. CYADJJ

- a. CYADJJ shall provide training in the use and certification of a side-handle baton, as well as annual recertification training, for each uniformed Peace Officer assigned to a post designated for a side-handle baton.
- b. CYADJJ shall issue a side-handle baton to all YCOs at the following adult institutions: N.A. Chaderjian, HGSYCF, and Central Security at NCYCC. Additionally, side-handle batons shall be issued to those employees working the following positions:
 - (1) At maximum security living units.
 - (2) To search and escort transportation positions.
 - (3) To members of tactical teams (TACT) when carrying out those duties of the team.
- c. CYADJJ shall provide training in the use and certification of a side-handle baton, as well as annual recertification training, for each YCO who volunteers for said training.

H. CDCAAdult shall continue to install its new 800 MHz system in all institutions.

I. Protective Vests

- 1. Individually fitted protective vests shall be issued to all employees working in any lock-up unit (such as, but not limited to, SHUs, Administrative Segregation Units, Tamarack, Taft, Inyo, ~~ten-bed lockdown at Karl Holton~~, O & R Companies, Cambria Unit, and N.A. Chaderjian).
- 2. As additional protective vests become available, they shall be offered to employees working in Level IV facilities first, then Level III, then Level II, then Level I.
- 3. Each employee issued a vest shall also be issued two (2) covers. No later than ninety (90) days after ratification of this Agreement, the State agrees to ensure there is adequate clean vest covers for each employee issued a protective vest.
- 4. Protective vests need not be issued to COs whose duties do not normally require inmate contact.

5. If an employee is issued a protective vest, the employee shall be required to wear the vest while on duty. Failure to wear the vest on duty under the prescribed conditions may result in adverse action against the employee.
 6. As the present protective vests are replaced, the State shall replace them with individually fitted protective vests that are lighter and at least as flexible as the present protective vests, and which will meet all the present standards.
- J. When the protective equipment is issued, the Peace Officer shall properly wear and maintain the equipment according to the State's policies and procedures. All Peace Officer protective equipment provided to employees shall remain the property of the State. Items lost or damaged due to negligence of the employee shall be replaced by the employee at the employee's expense. Items which through normal wear and/or damage not due to the negligence of the employee, shall be replaced by the State.
- K. Each Youth Correctional Counselor on post and actively supervising wards shall remain in visual, telephonic or radio contact with one other CO. Both parties agree that program areas covered by frequency modulated or ultrasonic personal alarm devices are exempt from the requirement unless local policy mandates otherwise. Existing policy at local facilities concerning Youth Correctional Counselor security equipment and ward supervision will remain intact.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 8: TRAINING AND CAREER DEVELOPMENT

8.05 7k Training Program

All employees shall be provided with a minimum of fifty-two (52) hours of annual training. This training shall be either individual or group formalized, structured courses of instruction to acquire skills and knowledge for an employee's current or future job performance. The POST/CPOST approved portion of the training shall be as required by POST/CPOST contain measurable learning objectives that can be evaluated in a classroom setting or in structured on-the-job training.

The Departments agrees to incorporate available POST/CPOST approved courses within the training program. The departments shall continue to submit lesson plans on a flow basis to CPOST training for review and approval. ~~By January 1, 2003, all CDC and CYA lesson plans will have been submitted to CPOST for approval with the exception of certain specific training related to Departmental Policy (e.g., Court Mandated Training, Contract Vendor Training, Community Relations, etc.) By October 1, 2003, all BPT lesson plans will have been submitted to CPOST for approval with the exception of certain specific training related to Departmental Policy (e.g., Court Mandated Training, Contract Vendor Training, Community Relations, etc.)~~

A. CDC Adult Institutional Based Employees

Employees shall be provided four (4) hours of training every twenty-eight (28) day work period in accordance with the following guidelines:

1. Training classes shall be at least one (1) hour in duration and shall be scheduled in a four (4) hour training session.
2. Training sessions shall be offered on no less than two (2) of the following three (3) days (Tuesdays, Wednesdays, and Thursdays) per week in every twenty-eight (28) day work period for all watches. This may be adjusted for First Watch depending on the size of the work force.
3. Each post or job assignment shall be assigned a primary training day which shall guarantee the employee a seat in the training session. The primary training day shall be assigned to either the first or second week of the twenty-eight (28) day work period. The employee is not mandated to attend this primary training day and does not need to obtain permission to miss the training session. If an employee does not attend his/her primary day it will be the individual's responsibility to attend another training session within the same twenty-eight (28) day work period.
4. Employees not attending their primary session shall be able to either pre-schedule attendance or walk in on any other training session during the twenty-eight (28) day work period. If the employee pre-schedules to attend a training session it shall guarantee the employee a seat in the class. Except for size restricted classes (such as range, side-handle baton, etc.), walk-in attendance shall only be limited to class size as determined by physical plant resources and State Fire Marshal levels.

5. An employee who fails to attend a four (4) hour training session within a twenty-eight (28) day work period without an approved reason may be subject to a pay dock. An employee who fails to attend one (1) training session in the preceding twelve (12) month period without approval may be required to attend his/her assigned primary training day for a six (6) month period. Employees who meet this criteria can only reschedule this training if they are on approved leave on their primary day or with the permission of the Appointing Authority or designee. Effective the beginning of the first work period following July 1, 2002, this section shall also apply to a two (2) hour training session.
6. Except as precluded in A. 5. above, employees shall not be prevented from working overtime, performing shift swaps, or taking time off from work due to being assigned a training day.
7. Employees may be scheduled for a vacation period which encompasses the entire twenty-eight (28) day work period. If an employee is approved for vacation that extends for the entire twenty-eight (28) day work period, the employee is expected to attend a training session during that work period. If the employee does not attend the training session, they shall be docked. The employee shall not be entitled to any mileage or call-back reimbursement for attending a training session while on vacation. Vacation will not be approved that encompasses two (2) entire twenty-eight (28) day work periods in any calendar year.
8. This training time shall not be utilized to cover behind vacant positions. Except for bona fide emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.
9. If management fails to offer a mandatory training class within a twelve (12) month period, an employee shall not receive a negative performance evaluation, be disciplined or denied any salary increase for failing to attend the mandatory training.
10. Employees shall be allowed but not required to attend a training session on their RDOs. If an employee voluntarily attends a training session on a RDO, the employee shall not be entitled to any mileage or call back reimbursement.
11. PIEs shall be assigned fifty-two (52) hours of training annually by management.

B. CYA DJJ Institutional Based Employees

Institutional based employees shall be provided four (4) hours of training every twenty-eight (28) day work period. The existing training schedules shall remain the same. Upon verifying with the training officer space availability, the employee can reschedule to another existing class in the same twenty-eight (28) day work period. Except for size restricted classes (such as chemical agents, mechanical restraints, CPR, side-handle baton, etc.), walk-in attendance shall only be limited to class size as determined by physical plant resources and State Fire Marshal levels.

1. Training classes shall be at least one (1) hour in duration and shall be scheduled in a four (4) hour training session.

2. An employee who fails to attend a four (4) hour training session within a twenty-eight (28) day work period without an approved reason may be subject to a pay dock. An employee who fails to attend one (1) training session in the preceding twelve (12) month period without approval may be required to attend his/her assigned primary training day for a six (6) month period. Employees who meet this criteria can only reschedule this training if they are on approved leave on their primary day or with the permission of the Appointing Authority or designee. Effective the beginning of the first work period following July 1, 2002, this section shall also apply to a two (2) hour training session.
3. Except as precluded in B. 2. above, employees shall not be prevented from working overtime, performing shift swaps, or taking time off from work due to being assigned a training day.
4. This training time shall not be utilized to cover behind vacant positions. Except for bona fide emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.
5. If management fails to offer a mandatory training class within a twelve (12) month period, an employee shall not receive a negative performance evaluation, be disciplined or denied any salary increase for failing to attend the mandatory training.
6. Employees shall be allowed but not required to attend a training session on their RDOs. If an employee, with the training officer's approval, voluntarily attends a training session on a RDO, the employee shall not be entitled to any mileage or call back reimbursement.
7. PIEs shall be assigned fifty-two (52) hours of training annually by management.

C. Non-Institutional Based Employees

Non-institutional based employees shall be scheduled for fifty-two (52) hours of training annually. This training shall be scheduled during the employee's normal work hours or on the employee's RDOs. Employees may only be scheduled for training on seven (7) of their RDOs annually. Except for one of the RDOs, training scheduled on an employee's RDO shall be at least eight (8) hours in duration. This should not preclude scheduling training during the employee's normal work week.

D. Non-Posted Employees

1. ~~CYA-DJJ~~ Field Parole Agents, ~~YOPB-BPH~~ Board Coordinating Parole Agent, Institutional Based Parole Agent, Casework Specialist, Community Services Consultant, and Fire Service Training Specialist:
 - a. Employees shall be scheduled for fifty-two (52) hours of training annually.
 - b. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance evaluation related to training, or be disciplined or denied any salary increase for failing to meet training requirements.
 - c. If an employee misses training, the employee shall be responsible to notify his/her supervisor of training missed. Such training shall be rescheduled by management on any normal work day within the twenty-eight (28) day work period.
2. ~~CDC-Adult~~ PA

- a. Employees shall be scheduled for fifty-two (52) hours of training annually.
 - b. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance evaluation related to training, or be disciplined or denied any salary increase for failing to meet training requirements.
- 3. Correctional Counselors
 - a. Employees shall be provided thirteen (13) hours of training per calendar quarter. This training shall be scheduled by management for each employee and shall be issued to the employee no later than fourteen (14) days prior to the beginning of the work period. This training will not be scheduled on an employee's RDO.
 - b. A minimum of fifty percent (50%) of the hours shall be in a classroom setting. The remainder may be structured on-the-job training. For the purposes of this section, on-the-job training is defined as interactive training between a knowledgeable person and the student.
 - c. If an employee misses required training, the employee shall be responsible to notify IST of the training missed. Such training shall be rescheduled by management on any normal work day.
 - d. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance report related to training, or be disciplined or denied any salary increase for failing to meet training requirements.
 - e. This time shall not be utilized to cover behind vacant positions. Except for emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.
- E. Employees shall not earn weekend differential for the 7k portion of an extended day pursuant to Section 15.08. Additionally, the 7k portion of an extended workday shall not qualify an otherwise unqualified regular shift for weekend or night shift differential. Non-institutional based employees scheduled for training on a weekend day will receive the weekend shift differential as defined in Section 15.08.
- F. Training scheduled in accordance with this section shall not entitle an employee to a continuous hours of work meal allowance. Time worked in excess beyond the scheduled training shall entitle an employee to a continuous hours of work meal allowance pursuant to Section 14.02.
- G. Effective the beginning of the first work period following July 1, 2002, training classes shall be scheduled in two (2) and four (4) hours sessions for CDC Adult Institutional Based Employees and CYA DJJ Institutional Based Employees as outlined in Section A. and B. above. Sixty (60) days after ratification of the MOU, CDC Adult and CYA DJJ agree to establish a joint labor/management committee for the purposes of planning for the implementation of a two (2) hour training session concert with a hour (4) hour training session.

- H. Beginning the first work period following July 1, 2002, 7K training will be discontinued. All employees shall be provided Off-Post Training Sessions (OPTS) for a minimum of fifty-two (52) hours annually. The 52 hours will consist of 40 Off-Post Training and 12 hours On-the-Job training. Where appropriate, training will not result in additional hours of work during the work period. Normally, all training will be provided during second watch work hours. Employees working other shifts shall be provided a minimum of seven (7) day notice of the shift assignment change to attend required training, in accordance with Section 11.01, Shift and/or Assignment Changes.
- I. ~~CDCA~~Adult and ~~CYA~~ DJJ agree to reconvene the joint labor/management committees to develop implementation plans for the establishment OPTS. These committees shall evaluate the alternatives available in providing OPTS and the impact on posted vs. non-posted positions and institution vs. non-institution based employees.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.03 Location of, and Employee Access to, Files

- A. There shall be only one (1) official personnel file and one (1) supervisory work file regarding each employee. An employee will have access to his/her personnel file, supervisory file, medical file, and training or IST file. Access to investigative files shall be pursuant to the *Bodiford* decision.
- B. An employee may request an inspection of his/her official personnel file, by the employee or the employee's representative, at the employee's work location. The departments will endeavor to schedule such file reviews in conjunction with other business travel proximal to the employee's work location. For those personnel files maintained at a central location not in close proximity to the employee's worksite, the employee shall be provided a copy of the information contained in his/her file upon request. CCPOA may, upon request of the employee, send a representative to monitor the reproduction of the material.
- C. Upon request, each employee shall be informed of the existence and location of any and all files, including electronic files pertaining to files in Section A. above, regarding said employee, and the employee or his/her representative shall have a right to inspect these files during regular office hours, unless deemed confidential.
- D. The Department shall follow the guidelines established by the Public Information Act and Information Practices Act to insure the privacy of the employee is not violated.
- E. Each employee's personnel file, supervisory file, and medical file, shall contain an inspection log. Any person reviewing the file shall sign and date the log, unless excluded by law.
- F. The departments shall make best efforts to identify existing employee files and to notice CCPOA of what files exist and where.
- G. Within 90 days of ratification by both parties, each the appointing authority shall establish a joint labor/management committees to advise the appointing authority or his/her designee regarding measures to aid in ensuring there is no knowing removal of personal information regarding Unit 6 employees from State prisons or ~~CYA~~ DJJ institutions without proper authorization, and that notice is given to the employee if his/her personal information is lost, stolen or can no longer be accounted for. The establishment of this committee shall not preclude CCPOA or its members from seeking remedies outside the grievance process.

Management Proposal

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.09 Personnel Investigations

- A. An employee who is under investigation for an action or incident which is likely to result in formal adverse action shall be normally notified, at least twenty-four (24) hours prior to the investigative interview, simultaneously, in writing, of both the subject matter and his/her right to representation prior to any interrogation, fact-finding, investigatory interview, or shooting review board, or similarly-purposed discussion which has the potential of obtaining information which, if found to be true, could or is likely to result in formal adverse action. The employee will be given a reasonable opportunity to secure the representative of his/her choice.
- B. If an employee is called to an investigatory interview and the employee reasonably believes the subject matter of the investigation is such that the employee could possibly receive discipline, the employee, at his or her request, shall be given a reasonable opportunity to secure a representative of his/her choice.
- C. The employee will be provided with a copy of all documents and/or other investigatory material in accordance with the Public Safety Officers Procedural Bill of Rights (POBR) and any current or subsequent court decisions which impact or alter Government Code Section 3300, et seq.
- D. Whenever a ward/inmate/parolee/patient files or submits a grievance, a 602 ("Inmate Appeal"), any written complaint, or verbal complaint which is later reduced to writing by either the inmate or the State, which, if found true, could result in adverse action against the employee or contain a threat against the employee, the Department agrees to immediately notice the employee of said filing. The State agrees to provide the affected employee a copy of said document if the employee so requests. This is not intended to preclude the informal level response procedure in the current ~~CDC~~ Adult Operations Manual. Upon the employee's request, a copy of the outcome of the ward/inmate/parolee/patient's complaint shall be provided, if the complaint has progressed beyond the informal stage. The Employer and CCPOA agree that all video tapes, audio tapes or any other kind of memorialization of an inmate/ward/parolee/patient statement or complaint shall be treated as writing within the meaning of this subsection. The tapes or "writings" shall be turned over, regardless of whether the complaint/statement is deemed "inmate/ward/parolee/patient initiated" or not.
- E. However, whenever the Department is conducting an investigation which necessitates surveillance, obtaining a search warrant, undercover operations, or a "sting," the employer need not inform the employee of the written complaint until the investigation is completed.

- F. The State agrees that any Unit 6 member under investigation shall be granted an opportunity to view the cell extraction videotape with his/her representative prior to the related investigatory interview. Management can have a representative present at the viewing to ensure the integrity of the tape, but the management's representative shall not be so close as to intrude in a private communication.
- G. The Departments acknowledge their obligation to complete all Unit 6 personnel investigations within twelve (12) months under the terms and exceptions of Government Code Sections 3304 and 3309.5 inclusive. This subsection 9.09 G ~~F~~. is not arbitrable. The employee may, however, at any time utilize whatever remedies may be available under POBR.
- H. ¹Employees ordered to attend an investigatory interview by GDC/CYA Adult/DJJ shall be informed in one (1) written document of: (1) the subject matter (scope) of the investigation, (2) whether the employee is deemed a witness or a subject of the investigation, (3) whether the investigation is for purposes of administrative discipline or is considered a criminal investigation, and (4) his/her right to representation. If the employee is designated a witness, the notice shall allow a reasonable amount of time for the employee to obtain a representative. In criminal investigations, the representative will be an attorney or a member of the legal staff of CCPOA working under the direction and supervision of an attorney and the notice will allow a reasonable amount of time for the representative to travel to the location of the interview. If the employee is designated a subject of the investigation, the employee will be given at least twenty-four (24) hours advance notice of the investigatory interview.
- I. If GDC/CYA Adult/DJJ decides to immunize a witness in an administrative or criminal investigation, the immunization shall be accomplished by reading into the tape recording, the administrative or criminal witness admonishment form provided in Appendix Item ~~#17~~ #9. The employee shall be given a copy of the signed form at the conclusion of the interview.
- J. An employee or the employee's representative will be permitted to tape record the interview. At the conclusion of the interview, if the employee was designated a witness in the notice of the interview, the tape made by the employee or employee's representative shall be sealed by the employee or the employee's representative in an envelope or evidence bag to be provided by the employee or employee's representative and retained by the investigator. The bag shall not be opened or magnetically compromised by any agent of GDC/CYA Adult/DJJ. The sealed employee's tape shall be made available to the employee in advance of any subsequent interview of the employee regarding the same or related subjects, and will be provided to the employee on request after the investigation has been concluded. Employees designated as the subject of an investigation in the notice of the interview will be permitted to retain the tape at the conclusion of the interview.

[¹ Explanatory note to CCPOA: The language of Subsection H, I and J incorporates existing language from Side Letter #12. As such, only name changes and typos to the Side Letter #12 language appear in underline and strikethrough.]

Management Proposal

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.13 Substance Abuse — Reasonable Suspicion Testing

The parties have met and conferred over the State's substance abuse policy set forth in Department of Personnel Administration (DPA) Rules 599.960 through 599.966 and hereby agree to the following:

A. General Policy. (Ref. DPA Rule 599.960)

The State and CCPOA agree that it is the purpose of its policy on substance abuse testing to help ensure that the State work place is free from the effects of drug and alcohol abuse, and to do so in a way that protects constitutional and statutory rights of employees. The provisions on substance abuse testing are not meant to be a limitation upon the use, nor replace, the State's Employee Assistance Program; nor are the provisions meant to be a limitation upon the State's ability to order a medical examination or take adverse action.

B. Reasonable Suspicion. (Ref. DPA Rule 599.962)

1. Information from an anonymous source or from an inmate/ward/parolee/patient source shall not be the sole criterion for determining reasonable suspicion. Anonymous information or inmate/ward/parolee/patient-originated information must be supported or corroborated by the Appointing Authority and his or her designee in order to order reasonable suspicion testing.
2. For purposes of determining reasonable suspicion, the Department of Corrections, ~~and Rehabilitation Youth Authority~~, and Mental Health will make every effort to consult with an on-duty medical staff person authorized by the Department, when available on duty at the worksite. However, the decision to order a substance abuse test shall remain with the Appointing Authority or designee.
3. The State agrees to ~~develop~~ maintain a training program for its supervisors and designees in the administration of its substance abuse policy. This training shall include a section on recognizing symptoms of substance abuse, and other factors which may constitute reasonable suspicion.
4. The facts and circumstances upon which the reasonable suspicion is based, shall be given to the employee at least orally at the time the employee is directed to submit to a substance abuse test, and shall be made available in writing within twenty-four (24) hours. These facts and circumstances shall be documented on the Reasonable Suspicion Checklist (CDCR Form 1874) ~~a form to be developed by the State~~. Such documentation shall include observations of the relevant on-

duty medical person specified in B.2. above. The oral conversation may be taped by either the State or the employee.

C. Testing Procedures and Standards. (Ref. DPA Rule 599.963)

1. If the Appointing Authority receives DPA approval to test for the improper use of a substance not listed in the statewide policy, it will inform the employee of its intent to test for that substance prior to the actual sample analysis.
2. The sample collected under a substance abuse test will not be used to test for any other medical condition such as pregnancy, sexually transmitted diseases, or other diseases such as diabetes. However, the sample could be used to match such sample with subject.
3. Substances to be tested for shall include the following, using established procedures specified by the Substance Abuse and Mental Health Services Administration (SAMHSA): (Levels in effect July 1, 1999.)

<u>Substance</u>	<u>Screening Test Concentration Level</u>	<u>Confirmatory Test Concentration Level</u>
Amphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Methamphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
Cocaine (Benzoylecgonine)	300 nanograms per milliliter	150 nanograms per milliliter
Opiates	2000 nanograms per milliliter	2000 300 nanograms per milliliter
Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter
Benzodiazepines	300 nanograms per milliliter	300 nanograms per milliliter
Methaqualone	300 nanograms per milliliter	200 750 nanograms per milliliter
Barbiturates	300 nanograms per milliliter as secobarbital	200 nanograms per milliliter

Alcohol

.02%-.04% weight/
volume

.04% weight/
volume

The present cut-offs shown for the first six (6) substances are those established by the SAMHSA. There are no SAMHSA cut-offs for the remaining substances. The State will use the test cut-off levels established by SAMHSA for identifying positive test samples. Where SAMHSA does not establish cut-off levels for a substance, the State will notice CCPOA of the cut-off level to be used. Should the State desire to change the cut-off levels based on changes to SAMHSA or other standards, the State will notice CCPOA and meet to discuss the changes.

Results for alcohol will be confirmed at collection sites with the equipment for breath sample testing using an evidential breath testing device which meets the standards specified in the federal regulation 49 CFR Part 40 and is an approved device on the federal conforming products list.

4. The State agrees that the procedures for collecting the sample should be done in a professional manner with due regard to the employee's privacy and confidentiality, consistent with the State's need to ensure a true sample is taken. The State will follow SAMHSA guidelines in establishing these procedures. (See *Appendix Item #3 for a list of SAMHSA Privacy Procedures for collecting urine specimens.*)
5. The State shall maintain and follow a secure chain of custody to ensure true samples are taken. In establishing this chain of custody, the State will take the SAMHSA guidelines into consideration as well as recommendations of the laboratories selected to do the testing. The State agrees to meet with CCPOA to review the chain of custody procedures, and consider CCPOA recommendations once the laboratories have been selected. Once the chain of custody procedures have been finalized, they shall be provided to CCPOA in writing.
6. Consistent with Section 599.964(d), the testing laboratory will be informed of its obligation to preserve a sufficient portion of the sample to be independently tested by the employee.
7. If the State intends to rely on a positive test result to initiate adverse action, it shall notify the laboratory that all portions of the sample including any portion reserved for the employee should be retained pending completion of any appeal procedures.
8. Copies of the test results and chain-of-custody documents shall be provided within three (3) work days of receipt of the documented results by management.
9. CCPOA may submit a list of commercial laboratories for the State to consider in developing its "bid package" for testing services. Such submissions must meet standards used by SAMHSA, the College of American Pathologists, or other comparable standards to accredit laboratories for forensic urine testing. Such submissions shall in no way obligate the State to select such laboratories to perform testing services.

10. The State shall use the commercial laboratories selected or otherwise approved by DPA. CCPOA shall be notified of the laboratory selected to perform the testing changes.

D. Employee Rights. (Ref. DPA Rule 599.964)

1. In addition to the rights specified in DPA Rule 599.964, employees shall be entitled to representation during the sample collection process. A representative shall in no way interfere with the sample collection process. CCPOA will provide timely representation upon request.
2. ~~DPA Rules 599.960 through 599.966 and this supplement shall be mailed to current employees at the time of final implementation. These rules shall also be made available upon request, but such request shall not be deemed to require a delay in the testing process. They will be provided to new hires within the first three (3) weeks at the Academy or the first week of employment at the work location, whichever is first.~~
3. For purposes of requiring an employee to submit to periodic testing as a condition of remaining or returning to State employment (refer to paragraph c. of ~~State's proposed DPA Rule 599.960~~), the State agrees to develop guidelines for "return to work agreements" which specify the conditions under which an employee may remain in his or her employment. Conditions appropriate for return to work guidelines include but are not limited to:
 - a. Periodic testing for substance abuse during the period of the return to work agreement, during which the employee must test negative at all times;
 - b. Reasonable suspicion testing for substance abuse during the return to work agreement under the terms of the general policy;
 - c. Requirement that the employee participate in a substance abuse rehabilitation program at the employee's expense;
 - d. Termination of the employee if its conditions are violated.

Placing an employee on such "Return to Work Agreement" shall not preclude adverse action short of termination. (See DPA Rules 599.960 – 599.966 Appendix Item #6 and Sideletter #3)

4. Should an employee be found to have tested positive for a substance, and adverse action is taken against said employee, his/her appeal and remedies should be through SPB appeal process and not through the grievance arbitration sections of the MOU.
5. Persons who do not test positive shall not have any record of the test placed in his/her official personnel file, unless the employee so requests, and may file a complaint over the administration of the test.

E. Expedited Grievance Process for Addressing Issues Related to Section 9.13.

1. An aggrieved employee or the Union has ten (10) work days from the date of the administration of a drug test on an employee, or ten (10) days from the date of discovery of an alleged procedural non-conformance, to file an expedited grievance alleging procedural non-conformance.
2. The expedited grievance shall be filed at the departmental level. The State shall have ten (10) work days to respond.

Prior to responding, and within the ten (10) work days, a grievance conference shall be held if requested by the State or CCPOA.

3. If the grievant is not satisfied with the departmental decision, the grievant may appeal the decision within five (5) work days after receipt of the decision, to DPA. This level shall be considered the final step in this expedited grievance process, and constitutes an exhaustion of the administrative remedies available to Bargaining Unit 6 employees and CCPOA pertaining to Section 9.13. This shall not preclude an appellant who is subsequently subject to adverse action because of violation of DPA Rules 599.960 to 599.966 to raise any issues regarding procedural non-compliance with Section 9.13 or DPA Rules 599.960 to 599.966 before the SPB. It is clearly understood that Section 9.13 and DPA Rules 599.960 to 599.966 are not arbitrational, and constitutes an exhaustion of administrative remedies unless the issue is raised before the SPB in an adverse action appeal.

Management Proposal

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 9: GENERAL PERSONNEL

9.14 Random Substance Testing Program

A. Authority and Purpose

1. It is the intent of the State and the Union to maintain a drug and alcohol free workplace. This objective is accomplished through education, employee assistance, reasonable suspicion and random drug and alcohol testing, and discipline. Consistent with a Peace Officer's sworn oath to uphold the laws of the State of California, each Bargaining Unit 6 Peace Officer employee shall not illegally use or be impaired from the use of a drug designated in subsection B.1.a.(1) through (8), or be impaired by the use of alcohol while on the job.
2. To maintain a workplace free from the negative effects of drug and alcohol use, the parties agree that effective April 15, 1998 all newly hired Bargaining Unit 6 employees and newly reinstated employees with a break in service of more than twelve (12) months, as defined in Section 12.01, will be subject to unannounced random drug and alcohol testing. Newly hired means when an employee is first appointed into a Bargaining Unit 6 classification.
3. It is expected that the CDCR CDC and CYA ~~(the Departments)~~ will begin testing managers and supervisors in calendar year 2000. Testing of rank and file will not be expanded until testing of managers and supervisors has been implemented.
4. Testing of additional rank and file employees will only begin after reaching agreement with the Union on a procedure to test these rank and file employees. Negotiations on procedures to test these rank and file employees will commence six (6) months following testing of ~~ten~~ twenty percent (20%) of the managers and supervisors.
5. It is the expectation of the parties that the expansion of drug testing of the additional rank and file will begin during the second year of the contract.

B. Random Testing Process and Standards

1. The drug and alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed, utilizing gas chromatography/mass spectrometry before a sample is considered positive. The alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as ~~(4)~~

~~urinalysis using an enzymatic assay screening test, with all positive screening results being confirmed using gas chromatography before a sample is considered positive. or (2) a breath alcohol sample testing using an evidential breath testing device which meets the standards specified in the federal regulation 49 CFR Part 40 and is an approved device on the federal conforming products list.~~

a. Substances to be tested for shall include the following, using established procedures specified by SAMHSA:

- (1) Amphetamines and Methamphetamines
- (2) Cocaine
- (3) Marijuana/Cannabinoids (THC)
- (4) Opiates (narcotics)
- (5) Phencyclidine (PCP)
- (6) Barbiturates
- (7) Benzodiazepines
- (8) Methaqualone
- (9) Alcohol

b. The State will use the test cut-off levels established by SAMHSA for identifying positive test samples.

2. Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic, or in another setting approved by the State on the basis that it provides for at least an equally secure and professional collection process, with due regard for the employee's privacy and confidentiality. The State shall use SAMHSA chain of custody procedures to ensure that true samples are obtained.
3. The State shall use SAMHSA chain of custody procedures to ensure that a sample is maintained from the time it is taken, through the testing process, to its final disposition.
4. Substance tests shall be performed by a SAMHSA certified approved laboratory.
5. The State will use the Assistant formerly known as the Health Evaluation and Information system for Drug abuse in Industry (HEIDI) computer software to randomly select employees for testing. Approximately thirty-five percent (35%) of the Bargaining Unit 6 employees will be selected for drug and alcohol testing annually.

C. Employee Rights

1. Each employee subject to random testing shall be given a copy of an information packet explaining the employee's rights and the substance abuse procedures to be followed.
2. An employee suspected of violating this Article shall be entitled to representation during any interrogative interviews with the affected employee that could lead to a decision by the Appointing Authority to take adverse action against the employee. The employee shall also be entitled to representation in any discussions with the Medical Review Officer that occur under subsection D.
3. The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use, such as taking legally prescribed medication that could cause a positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test result is positive.
4. The employee shall receive a copy of any test results and related documentation of the testing process.
5. All confirmed positive urine samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer. At the employee's request and expense, the urine sample may be retested by that laboratory or another laboratory of the employee's choice.

D. Medical Review Officer

1. The State shall designate one (1) or more Medical Review Officers, who shall be licensed physicians, to receive test results from the laboratory. Upon receiving results, the Medical Review Officer shall:
 - a. Review the results and determine if the standards and procedures required by this Article have been followed.
 - b. For positive results, interview the affected employee to determine if factors other than illegal drug use may have caused the result.
 - c. Consider any assertions by the affected employee of irregularities in the sample collection and testing process.
 - d. Based on the above, provide a written explanation of the test results to the Appointing Authority or his/her designee. The employee shall also receive a copy of this explanation.

E. Records, Confidentiality

1. The State shall maintain records of the results of any employee testing under this Article. These records, and any other information pertaining to an employee's drug or alcohol test, shall be considered confidential and shall be released only to:
 - a. The employee who was tested or other individuals designated in writing by that employee.
 - b. The Medical Review Officer.
 - c. DPA as needed, for the effective administration of the Article.
 - d. Individuals who need the records or information to:
 - (1) Determine, or assist in determining, what action the Appointing Authority should take in response to the test results.
 - (2) Respond to appeals or litigation arising from the drug test or related actions.

- F. If Section 5.02 applies to this section, then the provisions of Section 5.02 shall apply or the parties may renegotiate minor discipline.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.01 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying months, employees covered by this section shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	8 hours per month
37 months to 10 years	11 hours per month
121 months to 15 years	13 hours per month
181 months to 20 years	14 hours per month
241 months and over	15 hours per month

- B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted towards vacation leave accrual purposes set forth under paragraph A. above.
- C. Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in paragraph A. above, when total accumulated employment equals one (1) month of full-time employment.
- D. Employees who work on an intermittent basis shall receive vacation leave credits in accordance with the vacation leave accrual schedule in paragraph A. above, on the basis of one hundred sixty (160) hours of paid employment equals one (1) month of full-time employment. Any hours worked over one hundred sixty (160) hours in a monthly pay period shall not be counted toward vacation leave accrual. On the first day of the monthly pay period following completion of the initial six (6) qualifying pay periods, an intermittent employee shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, intermittent employees shall receive vacation credit in accordance with the schedule in paragraph A. above on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.

1. In CDC Adult and CYA, DJJ a PIE shall be allowed to utilize up to two (2) 40-hour weeks of paid vacation each year and may be permitted by ~~an~~ the appointing authority or his/her designee to use more. Alternatively, PIEs may request up to two (2) 40- hour weeks of unpaid time off. Once a vacation period or unpaid time off has been granted, it shall not be canceled by management, except in emergencies.
 2. Vacation/unpaid time off requests will be submitted to the Personnel Assignment Lieutenant (and administered) using the PIE's Academy hire date until the implementation of the seniority calculations under Section 12.01. At that time, vacation/unpaid time off requests will be made in the same manner as requests made by permanent full-time staff. Although PIEs will not use the authorized positions in the vacation relief pool, the institution will establish a vacation schedule that will allow up to 1/26 of the total number of PIEs at the institution to be on vacation or unpaid time off in any given two-week vacation period.
 - a. When it is determined that there is a lack of work, a department head or designee may:
 - (1) Schedule the intermittent employee for vacation leave; or
 - (2) Allow the intermittent employee to retain his/her vacation credits; or
 - (3) Effect a combination of (1), or (2) above.
- E. If an employee does not use all of the vacation leave credit that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:
1. Was required to work as a result of fire, flood or other extensive emergency;
 2. Was assigned work of a priority or critical nature over an extended period of time;
 3. Was absent on full salary for compensable injury; or,
 4. Was prevented by Department regulations from taking vacation until December 31 because of sick leave.
- F. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.
- G. The time when vacation is to be taken shall be determined by the department head or designee. When two (2) or more employees request the same vacation time and the department head or designee cannot grant the request to all employees requesting it, approval shall be granted in order of seniority.

- H. If an employee desires to cancel a pre-scheduled vacation time, the employee:
1. Shall notify the supervisor, in writing, no less than thirty (30) calendar days in advance of the scheduled vacation time;
 2. May not carry over excess vacation time which may accrue as a result of the cancellation; and,
 3. If assigned to a community-based facility, institution or camp, may not cancel the scheduled vacation time if more than one-quarter ($\frac{1}{4}$) of those scheduled for a vacation during the same pay period have been approved for cancellations, unless specifically approved by facility/institution management. Failure to notify the supervisor in writing in 1. above shall result in the employee being forced to use the scheduled vacation time, and the loss of any rights to request and be scheduled for subsequent vacation time during the calendar year based on seniority.
 4. Vacation/Work Week:

For purposes of vacation scheduling, the work week shall start with first watch/graveyard shift on Monday and end at third watch/swing shift on Sunday.

- I. If the State cancels a scheduled vacation or CTO leave and the employee suffers an economic loss as a result of the State's cancellation of that leave, the State shall reimburse the employee for all reasonable and documented economic loss of the employee provided the employee:
1. Notifies the employer at the time he/she is told of the vacation/CTO leave cancellation that economic loss will result;
 2. Makes all reasonable attempts to recover his/her expenses; and,
 3. Provides the employer documentation of the economic loss.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 10: LEAVES

10.04 Disability Retirement Allowance

- A. It is hereby agreed that Government Code Section ~~21292.51~~ 21416 shall remain operative.
- B. The State and CCPOA agree to hold discussions throughout the term of this MOU regarding restructuring of the vocational rehabilitation/disability retirement program and the Workers' Compensation system for State Correctional Peace Officers and Unit 6 employees.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 10: Leaves

10.05 Peace Officer/Firefighter Retirement Plan

Unit 6 employees shall continue to be subject to the 3% at age 50 retirement formula.

~~The following retirement formula shall continue to be utilized until December 31, 2005:~~

Age at Retirement	Factor
50	2,400
51	2,520
52	2,640
53	2,760
54	2,880
55 and over	3,000

~~The parties agree to support legislation to provide Unit 6 employees with a retirement benefit of 3% at age 50. This benefit will be made available to Unit 6 employees effective January 1, 2006.~~

[Explanatory note to CCPOA: The State would like to propose the parties move this provision to Article 13, Health and Welfare.]

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME

11.04 Exchange of Days Off — Shift Assignment (Mutual Swaps)

- A. Employees may be permitted to exchange hours of work of one (1) hour or more with other employees in the same classification or level, performing the same type of duties in the same work area, provided:
 - 1. The employees make a written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange;
 - 2. The supervisor(s) approves the exchange; and
 - 3. The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential) which they would not have otherwise received.
 - 4. An employee may have no more than two (2) persons for working for them during a shift.
- B. Once approved, shift changes shall not be subjected to further review, except for operational needs. If a shift swap is denied, the supervisor denying the swap shall state the reason for the denial on the written request.
- C. Shift assignment positions under this Article are limited to:
 - 1. Correctional Officers
 - 2. Youth Correctional Counselors
 - 3. Youth Correctional Officers
 - 4. Medical Technical Assistants
 - 5. Firefighters Fire Captains
- D. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap, and provides proper medical verification, he/she shall be subject to repaying the actual length of the shift (e.g., eight [8] hours for an eight [8] hour shift, or ten [10] hours for a ten [10] hour shift). The swap sheet shall inform the individuals swapping that the employee who fails to pay back the swap shall be subject to repaying the actual length of the shift. The State shall first use the appropriate, accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. Once reimbursement is made by the employee, the employee may not be subject to adverse personnel action for this incident.

In the event the employee fails to show because of illness or injury, he/she shall be required to provide a medical verification in accordance with Section 10.02 of the MOU. If the employee fails to provide medical verification, the employee shall be charged twelve (12) hours of the appropriate leave credits.
- E. All swaps must be paid back within ninety (90) calendar days. Where the pay back cannot be accomplished without overtime being earned by one (1) or both of the affected employees the requested swaps shall be denied.

- F. Probationary employees normally shall not be allowed to exchange hours of work with other employees in the same classification or level at all during the first three (3) months of their probationary period. During the remainder of an employee's probationary period, the employee shall be allowed up to one (1) swap per week.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.03 Employee Assistance Program

- A. The State recognizes that alcohol, drug abuse and stress may adversely affect job performance and are treatable conditions. The intent of this section is to assist an employee's voluntary efforts to receive treatment or counseling on a variety of substance-related or stress-related problems so as to retain or recover his/her value as an employee. As a means of correcting job performance problems, the State will normally refer employees who need assistance to obtain treatment or counseling on substance-related or stress-related problems; such as marital, family, emotional, financial, medical, prescription drug, legal or other personal problems. This is intended solely as a referral system.
- B. In an effort to keep records concerning an employee's referral and/or treatment for substance-related or stress-related problems confidential, such records shall not be included in the employee's personnel file.
- C. The State shall continue to provide confidential professional counseling benefits to all employees and their dependents, at the same level of benefits, including the same confidentiality protections as are presently provided employees and dependents. Up to seven (7) sessions per problem type per contract year shall be made available at no cost to the employee. There shall be no charge to employees or family members except for extended counseling (beyond the seven [7] sessions per problem type per contract year) which, if needed, is to be specifically and personally arranged between the employee and the counselor.
- D. If an employee desires counseling and wishes to maintain **total confidentiality**, he/she should call the independent Employee Assistance Program (EAP) vendor directly or CCPOA for assistance. The independent EAP vendor's number is ~~(800) 632-7422~~ **(866) 327-4762**. If this number for some reason has changed and/or is no longer in service, please be sure to call your local CCPOA office for the current provider number. CCPOA's numbers are **(800) 821-6443** and **(916) 372-6060** for its Northern office; **(800) 832-1415** and **(559) 431-5390** for its Central office; **(800) 221-7397** and **(909) 980-6376** for its Southern office; **(800) 468-0342** and **(760) 342-5514** for its Indio office; and **(888) 592-3213** and **(661) 328-0695** for its Bakersfield office.
- E. Should an employee contact the local EAP Coordinator for help, the EAP records concerning the employee's problems are considered confidential and shall not be included in the employee's personnel file. The local EAP Coordinator shall not be a Peace Officer employee.
- F. The State and CCPOA shall form a Joint Labor/Management Committee to study common avenues of approach in preventing substance abuse problems among employees.
- G. The DPA and CCPOA shall engage in Labor/Management discussions to study the feasibility of integrating the benefits of the Employee Assistance Program with the health benefits plan administered by CCPOA.

Management Proposal

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 13: Health and Welfare

13.06 Industrial Disability Leave

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.
- ~~B.A.~~ For periods of disability commencing on or after January 1, 1993, e Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.
- ~~C.B.~~ In the event that the disability exceeds twenty-two (22) work days, the employee will receive sixty-six and two-thirds percent (66%) of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- ~~D.C.~~ The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- ~~E.D.~~ Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any state employee who is a member of either PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period. ~~Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.~~
- ~~F.E.~~ If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in Government Code Section 19863, except that no employee will be allowed to supplement TD payments in an amount which exceeds the employee's full net pay as defined above.

G.F. ~~In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.~~

IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" provided the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). IDL would be paid in lieu of VRMA.

H.G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.08 Member Retirement Contribution Rate for Peace Officers

- A. Member contributions to PERS shall be based on eight percent (8%) of the compensation in excess of eight hundred sixty-three (\$863) dollars per month for employees who are in the Peace Officer/ Firefighter (PO/FF) member category. This contribution rate shall become effective April 1, 1995.
- B. ~~Effective the beginning of the pay period following legislative ratification of this collective bargaining agreement, Unit 6 PO/FF members shall have their employee retirement contribution rate reduced from 8% of compensation in excess of eight hundred sixty-three (\$863) dollars per month to 5.5% of compensation in excess of eight hundred sixty-three (\$863) dollars per month.~~
- C. ~~Effective July 1, 2002, Unit 6 PO/FF members shall have their employee retirement contribution rate reduced from 5.5% of compensation in excess of eight hundred sixty-three (\$863) dollars per month to 3% of compensation in excess of eight hundred sixty-three (\$863) dollars per month.~~
- D. ~~Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.~~
- E. The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above-referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 13: Health and Welfare

13.10 Rural Healthcare Equity Program (RHCEP)

The State and the Union agree that in those areas/counties which CalPERS has defined as "rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 6 members who are enrolled in a CalPERS-sponsored PPO plan shall be eligible for the Rural Health Care Equity Program (RHCEP). Unit 6 members enrolled in a CalPERS-contracted HMO plan, including an HMO plan offered by the CCPOA Health Benefit Trust, will not be eligible for the RHCEP.

~~Effective January 1, 2005, the parties agree that in those areas/counties which CalPERS has defined as "rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 6 members who are enrolled in a CalPERS-sponsored PPO plan shall~~ continue to ~~be eligible for the following Rural Subsidy Program.~~

The program shall operate as follows:

- A. The State shall pay ~~\$400~~ \$125 per month to each eligible Unit 6 member (employee) as a subsidy of the higher health care expenses of PPO plan members. In addition;
- ~~B. Any monies remaining in the RHCEP fund, as described in the current Unit 6 contract (July 1, 2001 through July 2, 2006), Section 13.10, for Unit 6 members, for purposes of this contract shall be known as the "available pool". The available pool is defined as the balance of monies remaining in the Unit 6 RHCEP pool as of January 1, 2005, and shall be used for reimbursement of deductible, co-insurance, and physician co-payment expenses up to \$1500 per fiscal year incurred by the eligible state employee.~~
- ~~C. Members are required to submit an RHCEP claim form along with a copy of their Explanation of Benefits document in order to receive reimbursement of deductible, co-insurance, and physician co-payment expenses from the available pool.~~
- ~~D. Reimbursement from the available pool shall continue until the available pool is exhausted. Claims up to \$1500 per eligible member shall be processed on a "first come" basis.~~
- ~~E. For eligible expenses incurred in excess of \$1500, claims will be held until the close of the fiscal year. At that time, these excess claims shall be paid on a pro-rated basis to Unit 6 members until the funds in the available pool are exhausted.~~
- ~~F. Upon exhaustion of the available pool the State shall pay \$125 per month to each eligible unit 6 member as a subsidy for the higher health care expenses of PPO plan members~~
- B. G. The program shall be administered by the Department of Personnel Administration.
- C. H. The CalPERS Board shall determine the rural areas for each subsequent year at the same meeting when the board approves premiums for HMOs.
- D. I. Enrollment for the rural subsidy shall be automatic, based on the employee's residence address and health plan choice as maintained by the State Controller's Office.
- E. J. It is the responsibility of the employee to establish and maintain accurate address and health plan information in order to receive the rural subsidy.

- F.¹ The parties agree that in those areas/counties which CalPERS staff have defined as "rural" due to PERS HMO plans not being offered at all in the area, or PERS HMO plans in the area, Unit 6 members shall be eligible for the rural area subsidy program if they enroll in PERS PPO plan. If they cannot manage to enroll in a CalPERS approved HMO plan still offering services in that area, they are free to do so, but will not receive the rural area subsidy.

[¹ Explanatory note to CCPOA: The language of this Subsection (F) incorporates existing language from Side Letter #18.]

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 13: HEALTH AND WELFARE

13.11 Benefit Trust Fund Contributions

- A. The State shall contribute a mutually agreed upon amount to the CCPOA Benefit Trust Fund (BTF) for an increased vision benefit. This payment shall be given to the BTF on or before July 30 of each year in order to continue the increased vision benefit. The monies will be solely for plan members who are also members of Bargaining Unit 6.
- B. No later than July 30 of each year, the State shall contribute a mutually agreed upon amount to the CCPOA Benefit Trust Fund (BTF) to provide eligible members an offset to an increase in benefit premiums and/or reduction of premiums for programs offered by the BTF.
- C. The State shall contribute a mutually agreed upon amount each year to the CCPOA Benefit Trust Fund (BTF) for an increased death benefit to \$20,000.
- D. The BTF is a "Trust" established pursuant to and governed by, federal statute, the Employee Retirement Income and Security Act of 1974 (ERISA). The monies will be used solely for the benefit of the BTF's beneficiaries and pursuant to said federal statute and the BTF Plan Document.
- E. CCPOA shall provide the State a copy of the BTF's previous calendar year's audited financial statements and a copy of the most recent CalPERS audit, by July 30 of each year.
- F. The total amount to be contributed under this section (13.11) shall remain at 5.123 million dollars each fiscal year for the duration of the term of this agreement.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.05 Flight Pay

- A. An employee who is required to fly on noncommercial aircrafts for an average of four (4) hours flight time per month, shall receive ~~payment of \$165 per month in addition to his/her base salary for that pay period. Effective July 1, 2003, this a~~ monthly differential shall be \$165 or the equivalent of to 3.6% of the top step of the salary range for the Correctional Officer classification, whichever is greater.
- B. Employees who qualify for flight pay shall also receive \$110 annually for insurance for flying on non-commercial carriers.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.15 Senior Peace Officer Pay Differential

- A. ~~Effective upon ratification of this MOU, e~~ Employees meeting the service criteria listed below, shall be eligible to receive the corresponding pay differential listed below:

17 & 18 years in Bargaining Unit 6	1%
19 years in Bargaining Unit 6	2%
20 years in Bargaining Unit 6	3%
21 years in Bargaining Unit 6	4%
22, 23 & 24 years in Bargaining Unit 6	5%
25 years in Bargaining Unit 6	7%

- B. ~~Effective July 1, 2003, employees meeting the service criteria listed below, shall be eligible to receive the corresponding pay differential listed below:~~

17 years in Bargaining Unit 6	1%
18 years in Bargaining Unit 6	2%
19 years in Bargaining Unit 6	3%
20 years in Bargaining Unit 6	4%
21 years in Bargaining Unit 6	5%
22, 23 & 24 years in Bargaining Unit 6	6%
25 years in Bargaining Unit 6	8%

- C. For purposes of determining eligibility, all time spent in Bargaining Unit 6 or related non-represented classes shall count, as long as the employee is in the bargaining unit at the time eligibility for the pay differential is approved.
- D. The above percentages are non-cumulative; i.e., an employee who has been in Bargaining Unit 6 for twenty (20) years is eligible for a pay differential of four percent (4%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g., ten percent [10%]).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 15: SALARIES

15.17 Educational Incentive Pay

- A. ~~The State agrees to pay a differential of \$100 per qualifying pay period for COs, YCOs and Firefighters.~~ Fire Captains who have attained either an associate of arts degree from an accredited college or university, sixty (60) semester units from an accredited college or university or the equivalent quarter units, or a bachelors degree or higher from an accredited college or university. ~~Effective July 1, 2003, this differential shall be \$100 or~~ shall receive the equivalent of 2.2 % of the top step of the salary range for the Correctional Officer classification, ~~whichever is greater.~~
- B. ~~The State agrees to pay \$100 per qualifying pay period for MTAs who have attained a bachelors degree in Nursing, or in a related health care field, or who have attained an associate of arts degree in criminal justice.~~ ~~Effective July 1, 2003, this differential shall be \$100 or~~ shall receive the equivalent of 2.2% of the top step of the salary range for the Correctional Officer classification, ~~whichever is greater.~~ MTAs who are not already licensed as a registered nurse shall be eligible for a \$1,500 bonus upon attainment of a registered nurse license. This bonus shall not be considered compensation for purposes of retirement.
- C. ~~The State agrees to pay a differential of \$100 per qualifying pay period to Youth Correctional Counselors, Community Services Consultants, PAs and Correctional Counselors who have attained a masters degree from an accredited college or university.~~ ~~Effective July 1, 2003, this differential shall~~ receive be \$100 or the equivalent of 2.2% of the top step of the salary range for the Correctional Officer classification, ~~whichever is greater.~~
- D. PIEs must work eighty-eight (88) hours in a pay period to receive the full differential described in this section, and any hours under eighty-eight (88) shall not receive a pro-rated amount of this differential.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 15: SALARIES

15.19 7k Compensation

- A. The State agrees to maintain alternate ranges for the classifications subject to the provisions of the FLSA 7K provision. These alternate ranges shall be five percent (5%) above the existing ranges for the identified classes except for Range 1 for CO and Range A for YCO and Youth Correctional Counselor. ~~When Unit 6 employees in a 7K salary range promote to a non-represented classification, the salary range used for purposes of determining their new rate of pay shall be their present 7K range.~~
- B. ~~Based upon successful ratification of this MOU, the following will be effective on the first shift October 31, 1999, at CYA and on the first shift November 1, 1999, at CDC:~~
1. Each employee shall be required to work thirteen (13) established twenty-eight (28) day work periods. Wages will be paid in twelve (12) equal monthly pay warrants on the last working day of the State pay period. Each pay warrant will represent one-twelfth (1/12) of the employee's annual wage. Hours exceeding those specified in section 11.11 for an employee's twenty-eight (28) day work period shall be considered overtime and will be paid at the time and one-half rate.
 2. The State agrees that the work period hours will be tracked. There will no longer be excess hours accrual/debit based on the number of hours worked in the State pay period.
 3. Failure to work the required hours during any work period will result in a deficit for which the employee must charge leave credits (other than sick leave) or dock if no leave credits are available or if the absence is unapproved. The leave credit usage or dock will occur during the State pay period in which the twenty-eight (28) day work period ends.
 4. If employed for less than a full State pay period (i.e., mid-month appointments, separations), the employee will be compensated for only those days and hours actually employed in the State pay period. That compensation shall be based on the monthly rate of pay divided by one hundred sixty-eight (168) hours (in a twenty-one [21] day State pay period) or one hundred seventy-six (176) hours (in a twenty-two [22] day State pay period).
- C.B. PIES working in institutional-based classifications identified in Section 11.11. shall receive pre and post work activity compensation up to four point five (4.5) hours per State pay period based on the following:

HOURS WORKED	COMPENSATION (HOURS)
0 - 10.9	0
11 - 30.9	1.0
31 - 50.9	1.5

51 - 70.9	2.0
71 - 90.9	2.5
91 - 110.9	3.0
111 - 130.9	3.5
131 - 150.9	4.0
151 +	4.5

C. ~~Effective October 30, 1999, in CYA and on October 31, 1999, in CDC all excess time balances will be retained on the employee's leave balances to be utilized in a similar fashion as other leave.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 16: GENERAL MISCELLANEOUS - ALL CLASSIFICATIONS

16.02 Gun Lockers and State Firing Ranges

- A. The State agrees to construct and install gun lockers at its CDC/CYA Adult/DJJ institutions for the storage of Unit 6 Peace Officer employees' off-duty weapons. The locations of the lockers shall be at management's determination, but the State agrees to meet with CCPOA for its input regarding the construction and installation of the gun lockers at any given facility.
- B. Each facility with a departmentally-approved handgun firing range and certified Range Master available shall provide, at no cost to the facility or department, reasonable access to that range in accordance with the following:
 1. Only those persons who, pursuant to the provisions of Penal Code Section 830.5(c), are permitted to carry a firearm while off duty or who have from the employee appointing Director or chairperson written verification of such authorization, shall be allowed under the conditions stipulated in these rules to qualify with their off-duty weapon utilizing a departmental firing range.
 2. A "Guide to Off-Duty Weapon Qualification Range Access" explaining the range access procedure shall be prepared by the facility and made available upon the request of those persons who are eligible to use the range. The guide shall include, but not be limited to:
 - a. The name and telephone number of the person or position to contact regarding use of the range for off-duty weapon qualification.
 - b. A minimum of two (2) scheduled sessions per month, plus any additional days and times that the sessions on the range will be regularly scheduled, for off-duty weapon qualification.
 - c. The specific procedures as to how an eligible person shall participate in, and if necessary schedule, an off-duty weapon qualification session.
 - d. Any restrictions on the type or color of clothing which may be worn at the range on institutional property.
 - e. Any restrictions on and/or requirements for transporting the person's weapon and ammunition to a range on institution property.
 - f. To what facility office and by when the \$9 fee must be paid to participants in a qualification session. The parties shall meet in February of each year to review the fees paid for range use and modify the costs as appropriate.

3. Off-duty weapon qualification is accomplished during the officer's own time on a voluntary basis. Each person retains the right to use any other public or private facility to qualify with his/her privately-owned off-duty weapon as provided in Penal Code Section 830.5(d). Nothing in these rules shall be construed as a requirement that any person must utilize a departmental facility to qualify with their privately-owned off-duty weapon. Access to departmental ranges is conditionally provided to those persons specified in subsection B.1. above as a means to qualify with their privately-owned off-duty weapon.
4. Any scheduled qualification session may be canceled due to inclement weather or the lack of participants to cover the costs for providing the session. If a session is canceled, the facility shall not be required to schedule a make-up session and all fees paid by the participants for that canceled session shall be returned to them.
5. Off-Duty Weapon Qualification Requirements and Restrictions:
 - a. Each off-duty weapon qualification participant shall repay a user fee for each use of the range to qualify (i.e., one course of fire session) which covers the expense of one weapon qualification session, the target, the Range Master's salary and the officer's use of the range.
 - b. Each participant shall have with him/her a valid identification card or other appropriate documentation which verifies his/her eligibility to participate in the qualification session.
 - c. Each participant shall provide his/her own ammunition necessary for qualification. The only type of ammunition which may be used for a qualification session shall be:
 - (1) Loaded or reloaded by a factory, including factory wadcutters.
 - (2) Standard loads; no "magnum" loads.
 - (3) Standard or hollow-point bullets; no shot, plastic, cap and ball, or other variation of bullets.
 - d. Each participant shall provide his/her own off-duty weapon and a strong-side hip holster. The only type of weapons which may be used for qualification sessions shall be:
 - (1) Double action on the first round; no single action revolver.
 - (2) Revolver or semi-automatic pistol; no single shot pistol, shot gun or rifle.
 - (3) From .22 to .45 caliber (includes 9mm).
 - e. Range Masters shall be currently State-certified and employed at the same institution as the range unless authorized by the Warden or designee of the institution that has the range. Also, a Range Master shall be able to identify the safe handling of both revolvers and semi-automatic pistols.
 - f. Each participant shall sign a document acknowledging that they have:
 - (1) Read and understand Penal Code Sections 171b, 171c, 171d, 171e, 197, 198, 198.5, 246, 417 through 417.8, 830.5, 4574, 12000 through 12034, and 12590 relating to the possession and use of a weapon while off duty.

- (2) Read and understand that, pursuant to Penal Code Sections 830.5 and 12031, carrying a concealed weapon without maintaining the quarterly qualification is both a crime punishable as a misdemeanor and good cause for suspending or revoking the right to carry a weapon off duty.
 - (3) Received material on the facility's range rules, and received material approved by ~~CPOST~~ OTPD on firearms safety and home safety rules.
 - g. To qualify for certification, each participant shall be required, using the B-27 type target, to complete the below course of fire with a score of no less than twenty-six (26) hits out of a possible thirty-six (36) hits on or within the seven (7) ring of the target while demonstrating safe handling of the weapon at all times:
 - (1) Hip level, strong hand or both hands, at three (3) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.
 - (2) Instinctive shooting (not using the weapon's sights), chin level, strong hand or both hands, at seven (7) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.
 - (3) Using sights, strong hand or both hands, at fifteen (15) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have forty-five (45) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.
 - (4) Scores shall be calculated by counting the number of hits scored on and within the seven (7) ring of the target. A round which touches or breaks the outer seven (7) ring line shall be scored as a hit. A round that does not strike the scoring area shall not be counted.
 - h. While at the range, every participant shall follow the facility's range rules and all instructions of the Range Master. The Range Master may at any time order a participant to leave either the firing line or the range for the safety of persons.
6. Off-Duty Weapons Qualification Records:
- a. Facilities shall maintain on file for a period of six (6) months the documents signed by the participants and the participant's official weapon qualification score sheet indicating the participant's score and, when applicable, the reason for his/her failure to qualify.
 - b. The facility shall provide each participant who qualifies as required an official card certified by the Range Master which indicates the participant's name, the date and location of qualification and his/her quarterly qualification requirements were completed on that date.

7. Peace officers may cross departmental and institutional lines to exercise their rights under this section. For example, a YCO and/or YCC at NYCRCC PYCF can ~~use the range at Folsom~~; a Youth Correctional Counselor could use the range at Mule Creek State Prison.
- 8.¹ It is understood between the parties that the course of fire for the off-duty weapons qualification is subject to change by ~~CPOST~~ OTPD without a Meet and Confer between the parties.

[¹ Explanatory note to CCPOA: The language of Subsection B 8 incorporates existing language from Side Letter #7. As such, only name changes to Side Letter #7 appear in underline and strikethrough.]

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERS FIRE CAPTAINS

17.01 ~~Firefighter~~ Fire Captain Training

- A. The State shall ensure ~~Firefighter~~ Fire Captains are trained and certified in the following areas:
 - 1. Firefighter I
 - 2. Extinguisher Inspection and Servicing
 - 3. CPR and Advanced First Aid
 - 4. Driver Operator I and II
 - 5. Hazardous Materials First Responder/and the annual update training
 - 6. Fire Prevention II
 - 7. Fire Prevention 1-A and 1-B
 - 8. Firefighter II
 - 9. Fire Investigation 1-A and 1-B
 - 10. Rescue Systems I and, when appropriate, Rescue Systems II
 - 11. Fire Command 1-A and 1-B
- B. The training and certification shall be provided by an instructor recognized by the State Board of Fire Services to complete certification. CPR and Advanced First Aid shall be instructed by an American Red Cross or American Heart Association certified instructor.
- C. New or existing employees who have received certification in any of the courses listed in 1 through 11 above will not be required to take the course work if exempted by the ~~Firefighter~~ Fire Captain LAS or ~~CPOST~~ OTPD.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERS FIRE CAPTAINS

17.02 Firefighter Fire Captain Hours of Work and Compensation

- A. The regular work schedule for full-time 7K exempt ~~Firefighter~~Fire Captains on twenty-four (24) hour shifts employed by ~~CDC Adult~~ as of March 17, 2002, shall be one hundred and ninety-two (192) hours in a twenty-eight (28) day work period beginning March 18, 2002.
- B. The regular work schedule for full-time 7K exempt ~~Firefighter~~Fire Captains on twenty-four (24) hour shifts hired by ~~CDC Adult~~ beginning on or after March 18, 2002, shall be two hundred sixteen (216) hours in a twenty-eight (28) day work period beginning March 18, 2002. These ~~firefighter~~Fire Captains' monthly salary includes the straight time portion of overtime worked between two hundred and twelve (212) and two hundred and sixteen (216) for each work period. These ~~firefighter~~Fire Captains will also receive a supplemental warrant for the remaining half-time due for overtime worked between two hundred and twelve (212) and two hundred and sixteen (216) hours for each work period.
- C. Overtime shall be calculated at the end of each twenty-eight (28) day work period, the first of which shall begin at 0800 hours on March 18, 2002. Base pay and any applicable salary differentials shall continue to be paid on a pay period basis.
- D. Each institution shall develop a ~~Firefighter~~Fire Captain schedule which reflects the 7K exemption provided under the Fair Labor Standards Act, except NCWF, SATF, SVSP, and Lancaster. Each ~~Firefighter~~Fire Captain will be notified by his or her institution that he/she has been placed in the 7K exemption waiver. ~~Firefighter~~Fire Captain employees will not be moved in and out of the 7K exemption waiver to avoid overtime payment.
- E. All full-time 7K exempt ~~Firefighter~~Fire Captains employed by ~~CDC Adult~~ as of March 18, 2002 shall be normally scheduled eight (8) twenty-four (24) hour shifts per work period beginning March 18, 2002, except ~~Firefighter~~Fire Captains at NCWF, SATF, SVSP, and Lancaster. All full-time 7K exempt ~~Firefighter~~Fire Captains hired by ~~CDC Adult~~ beginning on or after March 18, 2002, shall normally be scheduled nine (9) twenty-four (24) hour shifts per work period, except at NCWF, SATF, SVSP, and Lancaster. The ~~Firefighter~~Fire Captains at NCWF, SATF, SVSP, and Lancaster shall be scheduled as 7K exempt as described in Section 11.11.
- F. The method of calculating the hourly wage for twenty-four (24) hour shift ~~Firefighter~~Fire Captains is as follows:
- | | | | | | |
|----|---------------------------|---|--|---|----------------------------------|
| 1. | Base salary per month | ÷ | 192 or 216
hours
depending
on the
employee's
date of hire | = | straight time hourly rate of pay |
| 2. | Straight time hourly rate | x | 1.5 | = | overtime hourly rate of pay |

3. Straight time hourly rate ÷ 2 = half-time rate of pay

Note: Appropriate premium/supplemental pay shall be included in the above formula to determine FLSA overtime rates.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERFIRE CAPTAINS

17.03 ~~Firefighter~~Fire Captain Emergency Response Vehicles

~~CDC-Adult~~ agrees to re-evaluate the operating condition of each emergency response vehicle used for transporting injured employees. The Department may upgrade the vehicles if it is determined by management that the vehicle will be utilized outside the institutional grounds.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: ~~FIREFIGHTER~~FIRE CAPTAIN SAFETY EQUIPMENT

17.04 ~~Firefighter~~Fire Captain Safety Equipment

The Department shall provide CDC- ~~Adult Firefighter~~Fire Captain employees, who are assigned to firefighting duties, safety equipment as specified in General Industrial Safety Orders, Title 8, Article 10.1., Personal Clothing and Equipment for ~~Firefighter~~Fire Captains. Additionally, CDC- ~~Adult~~ shall equip its ~~Firefighter~~Fire Captains with helmet lights. CDC- ~~Adult~~ agrees that each ~~firefighter~~Fire Captain will be issued handcuffs and chemical agents consistent with Section 7.05 B.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL ~~FIREFIGHTER~~FIRE CAPTAINS

17.05 ~~Firefighter~~Fire Captain Training Committee

The State and CCPOA agree to establish a four (4) person committee, made up of two (2) management employees and two (2) rank and file employees, for the purpose of evaluating ~~Firefighter~~Fire Captain training. The committees shall meet quarterly and union members will participate without loss of compensation. The committee shall also review the adequacies of the training requirements in 17.01 and may mutually agree to change that section based on their review.

Any changes made as a result of this committee is only valid with the approval/signatures of both CCPOA Chief of Labor and the DPA Labor Representative to Unit 6.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERFIRE CAPTAINS

17.06 ~~Firefighter~~Fire Captain License Renewal

The Department will reimburse ~~Firefighter~~Fire Captains who are required by the State to maintain any certification or license. If an employee is required by the Appointing Authority to test during his/her off-duty hours, the employee shall be compensated for actual hours worked.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL ~~FIREFIGHTER~~ FIRE CAPTAINS

17.08 ~~Firefighter~~ Fire Captain Physical Fitness

- A. The employer shall furnish one (1) hour for approved exercise activities during normal working hours for each 7K exempt ~~Firefighter~~ Fire Captain, except during emergency assignment or during full day training programs.
- B. Employees will utilize physical fitness equipment presently provided by each institution.
- C. The Fire Chief has the authority to schedule the exercise period.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL ~~FIREFIGHTER~~FIRE CAPTAINS

17.09 ~~Firefighter~~Fire Captain Facilities

In facilities where Unit 6 ~~Firefighter~~Fire Captains are required to sleep, the State and CCPOA recognize the need for separate male and female sleeping quarters. ~~GDC Adult~~ will continue to take this into consideration as it develops and spends its capital outlay budget monies.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERFIRE CAPTAINS

17.10 ~~Firefighter~~Fire Captain Vacation Leave

- A. Accrual for ~~Firefighter~~Fire Captains Covered By Section 11.11 (NCWF, SATF, SVSP and Lancaster) Employees working a twenty-eight (28) day, 7K work period as provided in Section 11.11 shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of forty-eight (48) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years.....	8 hours per month
37 months to 10 years.....	11 hours per month
121 months to 15 years.....	13 hours per month
181 months to 20 years.....	14 hours per month
241 months and over.....	15 hours per month

- B. Accrual for ~~Firefighter~~Fire Captains Not Covered By Section 11.1

1. For ~~Firefighter~~Fire Captains on 216 Hour Work Period:

7K exempt employees on a two hundred sixteen (216) hour 7K work period shall be entitled to annual vacation leave with pay, except those who have served less than six (6) months of service. On the first day of the monthly pay period following the completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of sixty (60) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall accrue vacation credit as follows:

7 months to 3 years.....	10 hours per month
37 months to 10 years.....	13 hours per month
121 months to 15 years.....	16 hours per month
181 months to 20 years.....	17 hours per month
241 months and over.....	18 hours per month

2. For ~~Firefighter~~Fire Captains on 192 Hour Work Period:

7K exempt employees on a one hundred ninety-two (192) hour 7K work period shall be entitled to annual vacation leave with pay, except those who have served less than six (6) months of service. On the first day of the monthly pay period following the completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of fifty-four (54) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall accrue vacation credit as follows:

7 months to 3 years.....	9 hours per month
37 months to 10 years.....	12 hours per month
121 months to 15 years.....	14 hours per month
181 months to 20 years.....	15 hours per month
241 months and over.....	17 hours per month

C. If an employee does not use all of the vacation that he/she has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours or eighteen (18) shifts.

D. Converting Hours Accrued

1. When a Section 11.11 7K exempt ~~Firefighter~~Fire Captain is changed to a Section 17.02 7K exempt ~~Firefighter~~Fire Captain, his/her accrued vacation leave shall be multiplied by 1.2. for ~~Firefighter~~Fire Captains working two hundred sixteen (216) hours in a work period or 1.1 for ~~Firefighter~~Fire Captains working one hundred ninety-two (192) hours in a work period.
2. When a Section 17.02 7K exempt ~~Firefighter~~Fire Captain is changed to a Section 11.11 7K exempt ~~Firefighter~~Fire Captain, his/her accrued vacation leave shall be multiplied by .83, for ~~Firefighter~~Fire Captains working two hundred sixteen (216) hours in a work period, or .88 for ~~Firefighter~~Fire Captains working one hundred ninety-two (192) hours in a work period, and rounded to the nearest whole number.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERS FIRE CAPTAINS

17.11 ~~Firefighter~~Fire Captain Sick Leave

- A. ~~CDC Adult~~ 7K exempt ~~Firefighter~~Fire Captains on twenty-four (24) hour shifts shall accrue twelve (12) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying period of continuous service.
- B. ~~CDC Adult~~ 7K exempt ~~Firefighter~~Fire Captains identified in Section 11.11 shall accrue eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period, subject to the provisions in Section 10.02 B.
- C. Sick leave may be taken in thirty (30) minute increments.
- D. When an ~~Adult~~ ~~CDC~~ Section 11.11 7K exempt ~~Firefighter~~Fire Captain is changed to being an ~~Adult~~ ~~CDC~~ Section 17.02 7K exempt ~~Firefighter~~Fire Captain, the ~~Firefighter~~Fire Captain's then-accrued hours of credit for sick leave shall be multiplied by 1.5.

When a ~~Firefighter~~Fire Captain is changed from being a Section 17.02 7K exempt ~~Firefighter~~Fire Captain to a Section 11.11 7K exempt ~~Firefighter~~Fire Captain, his/her accrued hours of credit for sick leave shall be multiplied by .67.
- E. A ~~Firefighter~~Fire Captain, who has no sick leave usage or AWOLs/LWOPs in a twelve (12) consecutive month period will receive a commendation for his/her excellence in the area of "attendance."
- F. Sick leave usage shall be subject to the provisions in Section 10.02 (B) and (C).

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTERFIRE CAPTAINS

17.12 ~~Firefighter~~Fire Captain Holidays

- A. All permanent full-time Section 17.02 7K exempt ~~Firefighter~~Fire Captains shall be credited with the following paid holiday credits per fiscal year in lieu of those holidays contained in Article X, Section 10.11:
 - 1. Twenty-eight (28) hours holiday credit effective July 1.
 - 2. Twenty-eight (28) hours holiday credit effective October 1.
 - 3. Twenty-eight (28) hours holiday credit effective January 1.
 - 4. Twenty-eight (28) hours holiday credit effective April 1.
- B. All holiday credits must be taken in one (1) hour increments.
- C. The Appointing Authority or designee may require five (5) calendar days advance notice before a holiday is taken and may deny use subject to operational needs or an emergency. When an employee is denied use of a holiday, the Appointing Authority or designee may allow the employee to reschedule the holiday.
- D. Accrued holiday credits are not subject to the state-initiated buy-back without prior approval of the employee.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL FIREFIGHTER FIRE CAPTAINS

17.13 ~~Firefighter~~Fire Captain Continuous Hours of Work

Correctional Institutional ~~Firefighter~~Fire Captains are exempted from the "Continuous Hours of Work" Section 11.03. In any event, ~~Firefighter~~Fire Captains shall not work any regularly scheduled shift in excess of twenty-four (24) hours. However, this does not exclude ~~Firefighter~~Fire Captains from working in the case of an emergency. This section does not prohibit an approved swap.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL ~~FIREFIGHTER~~FIRE CAPTAIN

17.14 Training Enhancement

- A. The State and CCPOA agree that they will together recommend to the CPOST that the mandated courses listed in paragraph 17.01 be included in the ~~Firefighter~~Fire Captain Apprenticeship Program.
- B. Upon completion of training and certification in the courses listed in paragraph 17.01 above, and as determined by the State, ~~CDC Adult Firefighter~~Fire Captains may be provided the following training by the State:
 - 1. Fire Management 1
 - 2. Fire Instructor 1-A and 1-B
 - 3. Auto Extrication

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 17: INSTITUTIONAL ~~FIREFIGHTER~~ FIRE CAPTAINS

17.15 ~~Firefighter~~Fire Captain Annual Leave Accrual Rate

- A. ~~Firefighter~~Fire Captains may elect to enroll in the Annual Leave Program outlined in Section 10.18 of this MOU. The following are the accrual rates for 7K exempt ~~Firefighter~~Fire Captains on twenty-four (24) hour shifts.
- B. Full-time 7K exempt ~~Firefighter~~Fire Captains employed by CDG Adult who work nine (9) twenty-four (24) hour shifts, totaling 216 hours in a work period, opting to enroll in the Annual Leave Program shall be subject to the following accrual rate:

7 months to 3 years.....	14 hours per month
37 months to 10 years.....	18 hours per month
121 months to 15 years.....	20 hours per month
181 months to 20 years.....	22 hours per month
241 months and over.....	23 hours per month

- C. When a Section 11.11 7K exempt ~~Firefighter~~Fire Captain is changed to a Section 17.02 7K exempt ~~firefighter~~Fire Captain, his/her accrued annual leave shall be multiplied by 1.2. When a Section 17.02 7K exempt ~~Firefighter~~Fire Captain is changed to a Section 11.11 7K ~~Firefighter~~Fire Captain, his/ her accrued annual leave shall be multiplied by .83 and rounded to the nearest whole number.

- D. Full-time 7K exempt ~~Firefighter~~Fire Captains employed by CDG Adult who work eight (8) twenty-four (24) hour shifts, totaling 192 hours in a work period, opting to enroll in the Annual Leave program outlined in Section 10.18 of this MOU shall be subject to the following accrual rate:

7 months to 3 years.....	13 hours per month
37 months to 10 years.....	17 hours per month
121 months to 15 years.....	19 hours per month
181 months to 20 years.....	20 hours per month
241 months and over.....	21 hours per month

- E. When a Section 11.11 7K exempt ~~Firefighter~~Fire Captain is changed to a Section 17.02 7K exempt ~~Firefighter~~Fire Captain, his/her accrued annual leave shall be multiplied by 1.1. When a Section 17.02 7K exempt ~~Firefighter~~Fire Captain is changed to a Section 11.11 7K ~~Firefighter~~Fire Captain, his/her accrued annual leave shall be multiplied by .90 and rounded to the nearest whole number.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 18: CYA DJJ FIELD PAROLES

18.03 CYA DJJ Field PA, YOPB BPH Board Coordinating PA and Community Service Consultant Work Hours

- A. The normal work schedule for CYA DJJ Field PAs, and YOPB BPH Board Coordinating PA, and Community Service Consultant shall be one hundred sixty-eight~~four~~ (168~~4~~) hours in a twenty-eight (28) day work period. Normally, the work period schedule shall reflect a four (4) day or five (5) day work sequence with traditional weekend days as RDOs. The above-referenced classes shall submit to the supervisor for approval a work period schedule, seven (7) work days prior to the beginning of each work/pay period, based on existing practices. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. There shall be no arbitrary denial of a submitted work schedule. If a work schedule is denied, the supervisor shall state, in writing, the reason for the denial.

The above referenced classes will advise their supervisor of emergency changes no later than the next work day. If the above-referenced classes do not submit a monthly work schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns as classification, parolee/inmate contact, programs, custody, and other routine or special assignments appropriate to the above-referenced classifications and responsibilities.

- B. All CYA DJJ Field PAs, and BPH YOPB Board Coordinating PA's, and Community Service Consultants may schedule at least one (1) four-ten-forty (4/10/40) work week per period.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 20: Correctional Counselors I

20.01 Correctional Counselor Work Hours

- A. The normal work schedule for Correctional Counselors shall be either a four (4) day or five (5) day work week, Monday through Friday up to a maximum of twelve (12) hours per day. The Counselor may deviate from the normal work days or hours with prior supervisory approval.
- B. Each Correctional Counselor shall submit a work schedule to the supervisor for each work period at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of each work period. Schedules must reflect a total of one hundred sixty-eight~~four~~ (168~~4~~) hours for the twenty-eight (28) day work period. In submitting his/her schedule for supervisory approval, each Correctional Counselor will propose whether or not he/she will take a lunch break during the period of time which is covered by that schedule. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled work period, provided it meets the Correctional Counselor's duties, responsibilities and institutional need, and the definition of a normal work schedule as identified in paragraph A. above. If a requested work schedule is denied, the reasons for the denial will be given to the employee in writing upon. All denials must be based on case circumstances specific to a counselor's duties rather than "blanket denials." If the Counselor does not submit a work schedule, the supervisor will assign the work schedule.
- C. Current daytime schedules will be maintained unless deviation there from is mutually agreed to by the supervisor and employee. The institution may require Correctional Counselors, excluding camp counselors, working a given unit (on a non-overtime basis) to work up to one (1) evening per week (up to 8:30 p.m.) based on legitimate institutional program needs. Evening work is defined as those hours worked after 6:00 p.m. None of this precludes scheduled or unscheduled overtime work.
- D. The supervisor may occasionally require a work schedule change for events that were not originally foreseen when the work schedule was originally submitted. This might occasionally include evening work or a weekend day based on legitimate institutional program needs. The supervisor shall give a seven (7) calendar day prior notice for this temporary change.
- E. Employee-requested changes in the work schedule will require supervisory approval.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 20: CORRECTIONAL COUNSELORS

20.03 Post and Bid by Seniority for Correctional Counselor I

- A. There shall be seventy percent (70%) of each institution's budgeted CC-I positions assigned by Unit 6 seniority. Once a CC-I successfully bids for a seniority assignment, he/she shall not be eligible to bid again for a twelve (12) month period. An employee who bids to a lock-up unit cannot remain longer than two (2) years without a management waiver.
- B. In order to remain in the seniority position of choice, the employee must maintain a satisfactory level of performance.
 - 1. Once a bid position becomes vacant, if there is no interest in the vacant "seniority" position, management shall fill the assignment by existing rules, policies and practices. For those positions retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect.
 - 2. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights to meet operational needs. The afore-stated will not be done in an arbitrary or capricious manner.
 - 3. Employees who laterally transfer may bid on any vacant seniority position.
 - 4. After an employee completes the apprenticeship program, s/he can bid on any vacant seniority position.
- C. When an employee requests, local management may approve an exemption to the time frames in paragraph A. above. This will only be done on an exception basis.
- D. A legitimate reason to change a seniority bid would be if the CC-I bid position became a special needs unit requiring specific knowledge, skills, and training for casework.
 - 1. The local Chief Job Steward and the affected employee must be notified in writing prior to the change as to the specific reasons for the change. The bid employee will have the first right of refusal for special training to do the special needs casework; therefore, no change would be necessary.
 - 2. The affected employee may either: (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position. If the affected employee accepts the management position, then the bid position reverts to management until the employee returns to another bid position.
- ~~E. Upon initial implementation, the Warden/hiring authority and the Chapter President will meet and come to an agreement on the positions available for bid.~~
 - ~~1. The bid forms will be available by March 1, 2002.~~
 - ~~2. The bid forms are due to management by March 31, 2002.~~
 - ~~3. Job changes will be posted by April 15, 2002.~~

F. Disputes

All disputes concerning PPPA issues that cannot be resolved by local levels shall be directed to the Joint Labor/Management Committee.

G. ~~No later than April 15, 2002, all facilities will have completed the post and bid process for CC-Is.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 21: MEDICAL TECHNICAL ASSISTANTS

21.02 MTA (CDC) Adult Training Program

A. MTA Minimum Qualifications:

1. CDC Adult may recruit prospective MTAs while they are attending LVN or RN school, or have graduated from such a school or course, provided the prospective MTA successfully obtains an LVN/RN license and ~~completes one (1) year of work experience rendering patient or nursing care (accumulated part-time work may be used to meet this one [1] year requirement) prior to employment.~~
2. This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN or RN license. If they obtain the LVN or RN license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section or CPOST (OTPD).

B. All present and future MTAs in CDC Adult will be afforded an opportunity to receive I.V. Therapy Certification training, on a voluntary basis. MTAs in ~~CDC Adult~~ may accomplish the I.V. Therapy Certification on Official Business time or Continuing Education time.

C. Any MTA who fails to obtain the I.V. Therapy Certificate within the allotted time period, may request CPOST OTPD for a time extension. Failure to obtain the certificate within the time as set by CPOST OTPD will result in the MTA repaying the cost of the course to the Department.

D. ~~Within sixty (60) days of ratification of this MOU, the State and CCPOA shall meet to develop and MTA's new employee orientation which shall include eighty (80) hours of formalized training specific to the duties of the class. The one year work requirement in A.1. above shall be waived upon implementation of the new orientation.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 21: MEDICAL TECHNICAL ASSISTANTS

21.03 MTA (DMH) Program

A. MTA Minimum Qualifications:

1. DMH may recruit prospective MTAs while they are attending LVN/RN, or Psychiatric Technician (PT) school, or have graduated from such a school or course, provided that the prospective MTA successfully obtains an LVN/RN/PT license and ~~completes one (1) year of work experience rendering patient or nursing care (accumulated part-time work may be used to meet this one [1] year requirement) prior to employment.~~
2. This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN/PT license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN/RN or PT license. If they obtain the LVN/RN or PT license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section. ~~or CPOST~~

- B. DMH agrees to afford all MTAs the Psychiatric Technician Licensure Program on a voluntary basis. This training program must be approved by CPOST prior to being offered to MTAs.
- C. DMH may provide some or all of the PT training during normal work hours. (To the extent this is not possible, the training will be afforded during the off-duty time of the MTA apprentices. Off-duty training afforded to MTA apprentices will be on their own time without pay.)
- D. DMH agrees to assist in adjusting work schedules for MTA apprentices in order to accommodate any "related and supplemental" training requirements.
- E. ~~Within sixty (60) days of ratification of this MOU, the State and CCPOA shall meet to develop an MTA's new employee orientation which shall include eighty (80) hours formalized training specific to the duties of the class. The one-year work requirement in A1 above shall be waived upon implementation of the new orientation.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: Article 21: MEDICAL TECHNICAL ASSISTANTS

21.04 MTA ~~(CYA)~~ DJJ Program

A. MTA Minimum Qualifications:

1. ~~CYA DJJ~~ may recruit prospective MTAs while they are attending LVN/RN school, or have graduated from such a school or course, provided that the prospective MTA successfully obtains an LVN/RN license ~~and either obtains a certificate or completes one (1) year of work experience rendering patient or nursing care (accumulated part time work may be used to meet this one [1] year requirement) prior to employment.~~
2. This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN/RN license. If they obtain the LVN/RN license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section or GPOST OTPD.

- B. All existing LVN-MTAs will be afforded an opportunity to obtain an RN license on a voluntary basis. The Department will prepay for an RN licensure course through the New York State Regents or an equivalent program acceptable to the RN Licensing Board at the MTA's option and departmental approval. This will be afforded to all MTAs who do not currently possess an RN license and will subsidize the thirty (30) unit course at an approximate cost of up to \$3,200 per MTA. If the MTA fails to complete the course, they will be expected to repay the entire cost of the course.
- C. ~~CYA DJJ~~ agrees to assist in adjusting work schedules for MTAs who are assigned rotating, irregular shifts (i.e., VR, PIE) in order to accommodate any testing requirement of the New York State Regents course or equivalent, and the National Council Licensure Examination. The Department also agrees to assist in adjusting work schedules to facilitate completion of required courses.
- D. All MTAs who were or will be hired from military service will continue to be afforded six (6) months in which to obtain an LVN license. In the event that an MTA hired from the military can successfully challenge the RN Board and obtain licensure, they will be exempt from the RN training course as contained in this MOU.
 1. All prospective LVN-MTAs will be afforded the New York Regents RN course or equivalent program, on a voluntary basis, as provided in this MOU.

2. It is not the intent of CYA DJJ to eliminate the use of the MTA classification. All efforts will be made to recruit additional MTAs to fill existing and future MTA vacancies. These MTAs may have an RN license at their time of hire. RN licensed MTA posts will be maintained as a Peace Officer class of Bargaining Unit 6 and will be filled with MTAs. Should CYA DJJ choose to eliminate the use of the classification in the future, notice will be issued in accordance with section 27.01.

~~E. Implementation: The RN training course will commence as soon as economically feasible after January 1, 1998.~~

~~F.G. If CYA DJJ establishes CTCs, CCPOA and CYA DJJ agree to re-open this section of the MOU in accordance with Section 27.01.~~

~~G. Within sixty (60) days of ratification of this MOU, the State and CCPOA shall meet to and develop an MTA's new employee orientation which shall include eighty (80) hours of formalized training specific to the duties of the class. The one year work requirement in A.1. above shall be waived upon implementation of the new orientation.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 21: MEDICAL TECHNICAL ASSISTANTS

21.06 MTA Post and Bid (PPPA)

All provisions of Section 12.07 will apply to the MTA classifications with the following exceptions:

- A. All positions will be subject to the PPPA process with the exception of seven positions at CMF which are: one (1) surgical MTA, four (4) dialysis MTAs and two (2) transportation MTAs.
- B. The Health Care Services Division will designate a supervisor at each institution to be the person responsible for the administration of the PPPA process for MTAs.
- C. ~~Within sixty (60) days of ratification of this MOU, all institutions shall complete the PPPA process (implementation) and all related job changes. CMF, CSP-COR, CIM and CMC will be given an additional thirty (30) days to complete the implementation of PPPA.~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 22: CYA DJJ INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS

22.01 CYA DJJ IPA and Casework Specialist Work Hours

- A. The normal work schedule for Institutional Parole Agent (IPA) and Casework Specialist shall be one hundred sixty-eight~~four~~ (168~~4~~) hours in a twenty-eight (28) day work period. Normally the work period schedule will reflect a four (4) or five (5) day work sequence with traditional weekend days as RDOs. Each IPA and Casework Specialist shall submit to the supervisor for approval a monthly work period schedule, seven (7) work days prior to the beginning of each work period. All IPAs and Casework Specialists may schedule one (1) Late-night shift per work period schedule, which shall end no later than 7PM. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. IPAs and Casework Specialists will advise the supervisor of emergency changes no later than the next work day. If the IPA or Casework Specialist does not submit a work period schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns as classification, ward/inmate contact, programs, custody and other routine or special assignments appropriate to the IPA and Casework Specialist classification and responsibilities.
- B. All IPAs and Casework Specialists may schedule at least one (1) four-ten-forty (4/10/40) work week per month.
- C. As part of the monthly scheduling, IPAs and Casework Specialists may request their workday be scheduled without a meal break or, may schedule a meal break varying from thirty (30) minutes to one (1) hour subject to the requirements outlined in A. There shall be no arbitrary denial of a submitted work schedule. If a work schedule is denied, the supervisor shall state, in writing, the reason for the denial.
- D. Consistent with local commute plans, Casework Specialists may telecommute two (2) work days per month provided the individual has no case backlog. No individual on an alternate work schedule may telecommute. A telecommuting schedule is subject to the requirements outlined in A.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: ARTICLE 23: TRANSPORTATION UNITS

23.01 ~~CDC/CYA~~ Adult/DJJ Transporting Officer Hours

- A. Any employee assigned to transport inmates shall be compensated for all hours during which he/she is performing assigned duties. When on an overnight trip of eight (8) hours or more, a reasonable amount of time, not to exceed one-half ($\frac{1}{2}$) hour, will be allowed to travel from the worksite to a motel.
- B. When on an overnight trip of eight (8) hours or more, the employee shall be allowed a full eight (8) hours between shifts.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #2 — Addendum To Section 6.08 C.

MASTER LIST OF INSTITUTIONS FOR NUMBERING OF GRIEVANCES

Upon the filing of the written grievance, the institution shall assign the grievance a number in the following fashion: The year (e.g., 92 for the year 1992) - a letter symbolizing the appropriate CCPOA office (e.g., Avenal would assign a "C" for CCPOA's Central Office in Fresno) - the institution or parole region by number (see the attached number assignments) - and the number of the grievance at that institution in order of filing (e.g., the first grievance filed at that institution would be assigned #1, the second grievance filed at that institution would be assigned #2). For example, the first written grievance filed at Avenal State Prison in 1992 would be assigned the following number: 92-C-1-1. This same number shall follow the grievance throughout the grievance and arbitration process.

GDG Adult:

#1	AVENAL
#2	CCC
#3	CCI
#4	CCWF (Madera)
#5	VSPW
#6	CIM (Chino)
#7	CIW
#8	CMC
#9	CMF
#10	CRC
#11	CTF (Soledad)
#12	CVSP
#13	CENTINELA
#14	CALIPATRIA
#15	PVSP
#16	CORCORAN
#17	DVI

#18	NKSP
#19	FOLSOM
#20	LA-1
#21	LANCASTER
#22	MTA
#23	MULE CREEK
#24	NCWF <u>(CLOSED)</u>
#25	PATTON
#26	PELICAN BAY
#27	ROCK MOUNTAIN <u>RJD</u>
#28	SCC
#29	SAN QUENTIN
#30	SOLANO
#31	WASCO
#32	IRONWOOD
#33	RICHARD A. McGEE CORRECTIONAL TRAINING CENTER
#34	HDSP
#35	SACRAMENTO
#36	SALINAS VALLEY
#37	SATF (CORCORAN II)
#38	DELANO-II <u>KVSP</u>

PAROLES/CDC:

#40	REGION I
#41	REGION II
#42	REGION III
#43	REGION IV
#44	PA ACADEMY

CYA:

#50	NACYCF* (CHAD)
#51	DWNYCF* (DEWITT NELSON)
#52	KHYCDATF* (KARL HOLTON) <u>(CLOSED)</u>
#53	FCNYCF (FRED C. NELLES) <u>(CLOSED)</u>
#54	NYCRCC (NRCC) <u>(CLOSED)</u>

#55	OHCF* (O.H. CLOSE)
#56	EPdRYCF (PASO ROBLES)
#57	PYCF (PRESTON)
#58	SYCRCC (SRCC)
#59	VYCF (VENTURA)
#60	HGSYCF (YTS)
#61	YATC

* Represents NCYCC (NCYC) Complex

CYA FIELD PAROLES:

#71	NORTHERN REGION
#72	SOUTHERN REGION

CAMPS:

#73	CDG <u>Adult</u> CAMPS
#74	CYA <u>DJJ</u> CAMPS

MISCELLANEOUS:

#75	YOPB <u>JUVENILE JUSTICE PAROLE BOARD</u>
#76	BOARD OF PRISON <u>BOARD OF PAROLE HEARINGS</u>

TERMS

#77	DMH
#78	CCPOA (STATEWIDE)

HUB:

#79	NORTHERN REGION
#80	CENTRAL REGION
#81	SOUTHERN REGION
#82	CYA <u>DJJ</u> CENTRAL OFFICE
#83	CDG <u>Adult</u> CENTRAL OFFICE

N	CCPOA NORTHERN OFFICE
C	CCPOA CENTRAL OFFICE
S	CCPOA SOUTHERN OFFICE

Management Proposal

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #3 - Addendum To Section 9.13 C.4.

NIDA SAMHSA Privacy Guidelines:

1. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in this paragraph.
2. For purposes of this part, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
 - i) The employee has presented a urine specimen that falls outside the normal temperature range (~~32.5-37.7 °C/90.5-99.8 °F~~), (32-38° C / 90-100 ° F). and
 - (A) The employee declines to provide a measurement of oral body temperature, as provided in paragraph (f)(14) of the part; or
 - (B) Oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen.
 - ii) The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.
 - iii) The ~~collection site person~~ collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.); or
 - iv) The employee has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted under a DOT agency regulation providing for follow-up testing upon or after return to service.

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #9 - Witness Admonishment

(See attached form)

[Note to CCPOA: The MOU currently has two identical copies of this Witness Admonishment. The State recommends deleting the duplicate copy.]

**WITNESS ADMONISHMENT –
ADMINISTRATIVE INVESTIGATION**

OFFICE OF INTERNAL AFFAIRS

CDCR Case Number:	
Interviewer:	Title:
Witness:	Title:
Authorized by (DA/AG or prosecuting authority):	
Start Time	End Time
Others Present:	

The date is _____ and the time is _____. This is an administrative investigation into allegations of (scope) being conducted by the Office of Internal Affairs. You are not the subject of this investigation but have been identified exclusively as a witness.

This interview is being held at _____.

This inquiry is being tape recorded to preserve an accurate record of the issues being discussed. The following individuals are present for this interview (*each individual is to identify him/herself on tape stating full name, job classification and place of employment*).

You are being ordered to cooperate fully in this investigation, and to make full, complete, and truthful statements. As such, you do not have the right to refuse to answer questions regarding your knowledge of information pertaining to the above allegations. **Your failure to answer any questions completely and accurately or any type of evasion, deception or intentional distortion of material facts on your part may constitute insubordination and may lead to disciplinary action up to and including termination.**

As a result of your participation in this interview neither your statements nor any information or evidence gained as a result can be used against you in any criminal or administrative proceedings, including adverse action.

Further, the Department ensures that you will not receive any form of adverse action due to your involvement, conduct or failure to act in the events described in the scope of this investigation. You are entitled to legal counsel during this interview if requested. Your legal counsel must be secured within a reasonable period of time so as not to delay the investigative process. You are entitled to tape record this interview. However, the tape-recorded copy of your interview will be kept in an envelope jointly sealed by participating parties and kept in the investigative file. The tape will be made available to you in advance of any subsequent interview regarding the same or related subjects, and will be provided to you on request after the investigation has been concluded.

Your representative may participate in the interview, may ask to have questions clarified, may suggest that you give more complete answers, may object to questions outside the announced

scope of the investigatory interview, and may object to what they believe is harassment of you. However, your representative cannot impede the progress of the interview, nor can they direct you not to answer any of the questions asked of you.

Until the investigation is completed, you are directed not to discuss the information discussed during this interview with anyone other than your legal counsel. A violation of this directive may be considered insubordination and could be cause for referral for disciplinary action up to and including dismissal.

Do you understand this admonishment and order? Do you have any questions?

Witness Signature

Date

Investigator's Signature

Date

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: APPENDIX

APPENDIX ITEM #13 — ADDENDUM TO SECTION 11.11

CDC Adult 28 Day Work Periods

20012007

07/09/01 – 08/05/01 12/18/06 – 01/14/07

08/06/01 – 09/02/01 01/15/07 – 02/11/07

09/03/01 – 09/30/01 02/12/07 – 03/11/07

10/1/01 – 10/28/01 03/12/07 – 04/08/07

10/29/01 – 11/25/01 04/09/07 – 05/06/07

11/26/01 – 12/23/01 05/07/07 – 06/03/07

06/04/07 – 07/01/07

07/02/07 – 07/29/07

07/30/07 – 08/26/07

08/27/07 – 09/23/07

09/24/07 – 10/21/07

10/22/07 – 11/18/07

11/19/07 – 12/16/07

2002 2008

12/24/01 – 1/20/02 12/17/07 – 01/13/08

01/21/02 – 02/17/02 01/14/08 – 02/10/08

02/18/02 – 03/17/02 02/11/08 – 03/09/08

03/18/02 – 04/14/02 03/10/08 – 04/06/08

04/15/02 – 05/12/02 04/07/08 – 05/04/08

05/13/02 – 06/09/02 05/05/08 – 06/01/08

06/10/02 – 07/07/02 06/02/08 – 06/29/08

07/08/02 – 08/04/02 06/30/08 – 07/27/08

08/05/02 – 09/01/02 07/28/08 – 08/24/08

09/02/02 – 09/29/02 08/25/08 – 09/21/08

09/30/02 – 10/27/02 09/22/08 – 10/19/08

10/28/02 – 11/24/02 10/20/08 – 11/16/08

11/25/02 – 12/22/02 11/17/08 – 12/14/08

2003 2009

~~12/23/02~~ ~~1/19/03~~ 12/15/08 ~~01/11/09~~
~~1/20/02~~ ~~01/20/01~~ 01/12/09 ~~02/08/09~~
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~~11/24/03~~ ~~12/21/03~~ 11/16/09 ~~12/13/09~~

2004 2010

~~12/22/03~~ ~~01/18/04~~ 12/14/09 ~~01/10/10~~
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~~02/16/04~~ ~~03/14/04~~ 02/08/10 ~~03/07/10~~
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2005 2011

~~12/20/04~~ ~~01/16/05~~ 12/13/10 ~~01/09/11~~
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2006

12/19/05-01/15/06
01/16/06-02/12/06
02/13/06-03/12/06
03/13/06-04/09/06
04/10/06-05/07/06
05/08/06-06/04/06
06/05/06-07/02/06
07/03/06-07/30/06
07/31/06-08/27/06
08/28/06-09/24/06
09/25/06-10/22/06
10/23/06-11/19/06
11/20/06-12/17/06

CYA DJJ 28 Day Work Periods

2001 2007

07/08/01 – 08/04/01 12/17/06 – 01/13/07
08/05/01 – 09/01/01 01/14/07 – 02/10/07
09/02/01 – 09/29/01 02/11/07 – 03/10/07
09/30/01 – 10/27/01 03/11/07 – 04/07/07
10/28/01 – 11/24/01 04/08/07 – 05/05/07
11/25/01 – 12/22/01 05/06/07 – 06/02/07
06/03/07 – 06/30/07
07/01/07 – 07/28/07
07/29/07 – 08/25/07
08/26/07 – 09/22/07
09/23/07 – 10/20/07
10/21/07 – 11/17/07
11/18/07 – 12/15/07

2002 2008

12/23/01 – 01/19/02 12/16/07 – 01/12/08
01/20/02 – 02/16/02 01/13/08 – 02/09/08
02/17/02 – 03/16/02 02/10/08 – 03/08/08
03/17/02 – 04/13/02 03/09/08 – 04/05/08
04/14/02 – 05/11/02 04/06/08 – 05/03/08
05/12/02 – 06/08/02 05/04/08 – 05/31/08
06/09/02 – 07/06/02 06/01/08 – 06/28/08
07/07/02 – 08/03/02 06/29/08 – 07/26/08
08/04/02 – 08/31/02 07/27/08 – 08/23/08
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09/29/02 – 10/26/02 09/21/08 – 10/18/08
10/27/02 – 11/23/02 10/19/08 – 11/15/08
11/24/02 – 12/21/02 11/16/08 – 12/13/08

2003 2009

12/22/02 – 1/18/03 12/14/08 – 01/10/09
01/19/03 – 02/15/03 01/11/09 – 02/07/09
02/16/03 – 03/15/03 02/08/09 – 03/07/09
03/16/03 – 04/12/03 03/08/09 – 04/04/09
04/13/03 – 05/10/03 04/05/09 – 05/02/09
05/11/03 – 06/07/03 05/03/09 – 05/30/09
06/08/03 – 07/05/03 05/31/09 – 06/27/09
07/06/03 – 08/02/03 06/28/09 – 07/25/09
08/03/03 – 08/30/03 07/26/09 – 08/22/09
08/31/03 – 09/27/03 08/23/09 – 09/19/09
09/28/03 – 10/25/03 09/20/09 – 10/17/09

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2004 2010

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2005 2011

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2006

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~~08/27/06—09/23/06~~

~~09/24/06—10/21/06~~

~~10/22/06—11/18/06~~

~~11/19/06—12/16/06~~

MANAGEMENT PROPOSAL

Bargaining Unit: 6

Date: _____

Exclusive Representative: CCPOA

Subject: SIDELETTERS

SIDELETTER #17 REGARDING MTA WATCH/ REGULAR DAYS OFF PREFERENCE

It is agreed that Medical Technical Assistants assigned to the Northern California Youth Correctional Center shall be eligible for Watch/Regular Days Off preference, ~~effective January 1, 2002.~~ It is the intent of the parties to use the existing shift and bid procedures. Should the number of posts drop to eight (8) or less, this provision will no longer be in effect and post assignments will be made by management.